



भारत का राजपत्र

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गं० १६] नई दिल्ली, शनिवार, अप्रैल २०, १९६८/चैत्र ३१, १८९०

No. १६] NEW DELHI, SATURDAY, APRIL 20, 1968/CHAITRA 31, 1890

इस भाग में भिन्न पृष्ठ संलग्न वी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड ३—उपकान (३)

PART II—Section 3—Sub-section (II)

(क्षा नंत्रानय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा (संघ क्षेत्र प्रशासन को छोड़कर) केवलिय प्राधिकरणों द्वारा जारी किए गए विशिक आदेश और अधिसूचनाएँ।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF HOME AFFAIRS

New Delhi, the 25th March 1968

S.O. 1346.—In pursuance of sub-rule 2 of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24, read with rule 34, of the Central Civil Services (Classification, Control and Appeal) Rules, 1965. The President hereby makes the following further amendments in the Schedule to the notification of the Ministry of Home Affairs No. S.R.O. 628, dated the 28th February, 1957, namely:—

In the said Schedule in Part II "General Central Service Class III" under the heading "Intelligence Bureau" against the entry "Office of the Joint Deputy Director, Kohima, under Deputy Director, Subsidiary Intelligence Bureau, Shillong, All posts" in Column 1, for the entry in column 5, the following entry shall be substituted, namely:—

"Deputy Director/Joint Deputy Director, Kohima."

[F. No. 29/45/64-P.III.]

P. B. RAJACOPALAN, Under Secy.

प्र० नवाचय

नई दिल्ली, 25 मार्च 1968

S.O. 1347.—केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण तथा आपील) नियमावली, 1965 के नियम 34 के साथ पठित नियम 9 के उप-नियम (2), नियम 12 के उप-नियम (2) के खण्ड (ब) और नियम 24 के उपनियम (1) के अनुसरण में राष्ट्रपति गृह मंत्रालय की तारीख 28 फरवरी, 1957 की अधिसूचना संलग्न एस० आर० ओ० 628 की अनुसूची में निम्नलिखित और संशोधन करते हैं, अर्थात्:—

कथित भाग II को अनुसूची में, “सामान्य केन्द्रीय सेवा श्रेणी III” शीर्षक “गुप्तचर्या” विभाग के अधीन संयुक्त उप निदेशक कोहिमा के कार्यालय” खाने 1 में प्रविष्टि के लिये खाने 5 में क्रमशः निम्नलिखित प्रविष्टियां प्रयुक्त की जायगी अर्थात्:—

“उपनिदेशक संयुक्त, उप-निदेशक, कोहिमा।”

[संलग्न 29/45/64-पुलिस-III.]

पि० ब० राजगोपालन, अवर सचिव।

New Delhi, the 5th April 1968

S.O. 1348.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules to further amend the Manipur Employees (Revision of Pay) Rules, 1966.

These rules may be called the Manipur Employees (Revision of Pay) Rules, 1968.

In Schedule to the Manipur Employees (Revision of Pay) Rules, 1966:—

(i) Under the heading “Medical Department” for the existing entries against item No. 35, the following entries shall be inserted in columns 1, 2, 3 and 4 respectively:—

35. Sanitary Inspector Rs. 60—2—80—EB—2½—100.

Rs. 125—4—145—EB—4—165—EB—5—200.

(ii) Under the heading “Education Department” for the existing entries in column 4 against items No. 52 and 53 the following entries shall be inserted:—

“Grade Pay plus Rs. 20 per month”.

[No. 1/16/65-HMT.]

R. C. JAIN, Dy. Secy.

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND COOPERATION

(Department of Food)

New Delhi, the 6th April 1968

S.O. 1349.—In exercise of the powers conferred by section 11 of the Food Corporations Act, 1964 (37 of 1964), and after consultation with the Food Corporation of

India, the Central Government hereby makes the following amendment to the notification of the Government of India in the Ministry of Food, Agriculture, Community Development and Cooperation (Department of Food) No. S.O. 2944 dated the 1st October, 1968, namely:—

In the said notification, under the heading 'Members', for the entry against item 25, the following entry shall be substituted, namely:—

"25. Shri S. Chaudhuri, West Bengal."

[File No. 7-2/68-FCC.]

D. N. PRASAD, Dy. Secy.

MINISTRY OF HEALTH, FAMILY PLANNING AND URBAN DEVELOPMENT
(Department of Health and Urban Development)

New Delhi, the 5th April 1968

S.O. 1350.—In pursuance of rule 2 and clause (a) of rule 8B of Order XXVII of the First Schedule to the Code of Civil Procedure, 1908 (5 of 1908) and in supersession of the notification of the Government of India in the Ministry of Home Affairs No. 24/11/62-Delhi(I), dated the 17th November, 1962, the Central Government hereby appoints Shri U. S. Chowdhry, Deputy Legal Adviser-cum-Standing Counsel, Land and Building Department, Delhi Administration, to act as Government Pleader for the purposes of the said Order in relation to any suit or legal proceeding by or against the Delhi Administration, in connection with the Scheme of "Large Scale Acquisition, Development and Disposal of Land in Delhi".

[No. 16012(3)/68-UD.]

S. N. VERMA, Dy. Secy.

MINISTRY OF STEEL, MINES AND METALS

(Department of Mines and Metals)

New Delhi, the 4th April 1968

S.O. 1351.—In pursuance of clause 3 of the Colliery Control Order, 1945, as continued in force by section 16 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Steel, Mines and Metals (Department of Mines and Metals), No. S.O. 2465, dated the 24th July, 1967, namely:—

In the said notification,—

(i) for Note 1, occurring under the entries below the heading "I. Collieries situated within the States of West Bengal and Bihar", the following Note shall be substituted, namely:—

"**NOTE 1.**—All analysis of high moisture coals shall be conducted in accordance with the procedure laid down in this behalf by the Indian Standards Institution.";

(ii) for the Note occurring under the entries below the heading "II. Collieries situated within the States of Gujarat, Madhya Pradesh, Maharashtra and Orissa", the following Note shall be substituted, namely:—

"**NOTE.**—All analysis of high moisture coals shall be conducted in accordance with the procedure laid down in this behalf by the Indian Standards Institution".

[No. C5-12(21)/67.]

K. SURRAHMANYAN, Under Secy.

(Department of Mines and Metals)

New Delhi, the 5th April 1968

S.O. 1352.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area covered by this notification can be inspected at the office of the National Coal Development Corporation Limited (Revenue Section), Darbhanga House, Ranchi or at the Office of the Deputy Commissioner, Dhenkanal (Orissa) or at the office of the Coal Controller 1-Council House Street, Calcutta.

All persons interested in the lands mentioned in the said Schedule shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer of the National Coal Development Corporation Limited, Darbhanga House, Ranchi within ninety days from the date of publication of this notification.

SCHEDULE

Drg. No. Rev/35/67

Dated 24-10-67.

Bharatpur Block

(Talcher Coalfield)

| Serial Numbers | Village | Police Station | Sub-divn. | Thana Distt. | Area Remarks No. |
|-------------------|------------------------|----------------|-----------|--------------|---------------------|
| 1 | Lachhmanpur | Colliery | Talacher | Dhenkanal | Part |
| 2 | Bharatpur | " | " | " | Full |
| 3 | Nakhatrapur | " | " | " | Part |
| 4 | Baiderwar (Baideswar) | " | " | " | Part |
| 5 | Pabitrapur | " | " | " | Part |
| 6 | Anantabereni | " | " | " | Part |
| 7 | Damadupur (Alhadnagar) | " | " | " | Part |
| 8 | Padmabatipur | " | " | " | Part |
| 9 | Dasarathpur | " | " | " | Full |
| 10 | Rakas | " | " | " | Part |
| 11 | Madupur (Alhadnagar) | " | " | " | Part |

Total area: 1400.00 acres (approximately)

OR: 567.00 Hectares (approx).

Boundary Description:

A-B Line passes along the part common boundary of Village Padamabatipur and Nakaiposi and meets at point 'B'.

B-B/1-C Lines pass along the common boundary of villages Dasarathpur and Nakaiposi and meet at point 'C'.

G-B-D-E- Lines pass along the common boundary of villages Dasarathpur and Danra Padmabatipur and Danra, Anantabereni and Danra part common boundary of villages Pabitrapur & Danra (which is also the part common boundary of Nandira Block (West Balandia) acquired u/s 9(1) of the Coal Act vide S.O. 3687 dated 29-11-62) and meet at point 'E'.

E-F Line passes through villages Pabitrapur and Baiderwar (Baideswar) and meets at point 'F'.

F-G Line passes along the part common boundary of villages Anantabereni and Baiderwar (Baideswar) and meets at point 'G'.

G-H Line passes through villages Anantabereni, and Lachhmanpur and meets at point 'H'.

H-I Line passes along the part common boundary of villages Bharatpur and Balandia [which is also the part common boundary of South Balandia acquired u/s 9(1) of the Coal Act vide S.O. No. 702 dated 13-3-1969] and meets at point 'I'.

L-J-K-L Lines pass along the part common boundary of villages Bharatpur and Balandia, Lachhmanpur and Balandia Lachhmanpur and Nakhatrapur and through village Nakhatrapur [which is also the part common boundary of Jaganathpur Block (North Balandia) sub-block-B acquired u/s 9(1) of Coal Act vide S.O. No. 1334-dated 24-4-1962] and meets at point 'L'.

L-M-N Lines pass through villages Nakhatrapur, Damadarpur (Alhadnagar) and Madupur (Alhadnagar) and meet at point 'N'.

N-O-A Lines pass through villages Rakas and Padmabatipur and meet at point 'A'.

[No. C-2-21(3)/63.]

New Delhi, the 6th April 1968

S.O. 1353.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area covered by this notification can be inspected at the Office of the National Coal Development Corporation Limited (Revenue Section), Darbhanga House, Ranchi or at the office of the Collector, Betul (MP) or at the office of the Coal Controller, 1-Council House Street, Calcutta.

All persons interested in the lands mentioned in the said Schedule shall deliver all maps, char's and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer of the National Coal Development Corporation Limited, Darbhanga House, Ranchi within ninety days from the date of publication of this notification.

SCHEDULE

(Drg. No. Rev/39/67)

Dated 13-12-1967

(Showing the area notified for prospecting)

Sub-Block—'A'

Pathakhera Block II

Pathakhera Coalfield

| Sl. P.C. No. | Village | Village No. (S.No.) | District & Tahsil | Remarks |
|--|-------------------|---------------------|-------------------|---------|
| 1 23 | Bagdona . . . | 453/1 | Betul | Part |
| 2 .. | Ranipur (R.F.) .. | | .. | Part |
| Total area:— 2227.00 acres (approximately) | | | | |
| OR 901.94 Hectares (Approximately) | | | | |

Boundary Description

A-B-C . . . Lines pass through village Bagdona and Reserved forest and meet at point 'C'.

C-D-E-F-G-H-I . . . Lines pass through Reserved forest (along the part common boundary of Pathakhera Mines-I) and meet at point 'I'.

I-J . . . Line passes through Reserved forest (along the part common boundary of Gogri Block, notified U/s 4(i) of the Coal Act, and meet at point 'J'.

J-K . . . Line passes along the part left bank of Towa Nala and meets at point 'K'.

K-L . . . Line passes along the common boundary of village Sovapur and Reserved forest and meets at point 'L'.

L-M . . . Line passes along the part common boundary of village Bagdona and Reserved forest and meets at point 'M'.

M-N-A . . . Lines pass through village Bagdona and meet at Starting point 'A'.

SCHEDULE

Sub-Block—'B'

| Sl. No. | P.C. No. | Village | Village No. (S.No.) | District Area & Tahsil | Remarks |
|--|----------------------|---------|---------------------|------------------------|---------|
| I . . . | Ranipur (R.F.) . . . | | | Betul | Part. |
| Total area:— 78.00 acres (approximately) | | | | | |
| Or 31.59 Hectares (approximately). | | | | | |

Boundary Description

O-P . . . Line passes through Reserved Forest [along part common boundary of Pathakhera Mine-I] and meets at point 'P'.

P-Q . . . Line passes through Reserved forest [along the part common boundary of Gogri Block notified u/s 4(i) of the Coal Act] and meets at point 'Q'.

Q-R . . . Line passes through Reserved forest [along the part common boundary of Gogri Block notified u/s 4(i) of Coal Act] and meets at point 'R'.

R-O . . . Line passes through Reserved forest [along part common boundary of Pathakhera Mine-I] and meets at starting point 'O'.

[No. C2-22(2)/65.]

S.O. 1354.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area covered by this notification can be inspected at the Office of the National Coal Development Corporation Limited (Revenue Section), Darbhanga House, Ranchi or at the Office of the Collector, Bilaspur (MP).

All persons interested in the lands mentioned in the said Schedule shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, National Coal Development Corporation Limited, Darbhanga House, Ranchi within 90 days from due date of publication of this notification.

SCHEDULE

Drg. No. Rev/36/67

Dated 7-11-1967

(Jatraj Block)

Korba Coalfield.

| Sl. No. | Village | Tahsil | Halka No. | Khewat No. | Distt. Area | Remarks |
|---------|-----------------------|----------|-----------|------------|-------------|---------|
| 1 | Naraibad | Katghora | .. | .. | Bilaspur | Part |
| 2 | Geora | .. | 5 | 91 | .. | .. |
| 3 | Pandripani | .. | .. | .. | .. | .. |
| 4 | Khodri | .. | .. | .. | .. | .. |
| 5 | Barpali | .. | 5 | 96 | .. | .. |
| 6 | Durpa | .. | 9 | 118 | .. | .. |
| 7 | Risdi | .. | .. | .. | .. | .. |
| 8 | Churel | .. | .. | .. | .. | .. |
| 9 | Pali | .. | .. | .. | .. | .. |
| 10 | Pandania | .. | .. | .. | .. | .. |
| 11 | Sonpuri | .. | .. | .. | .. | .. |
| 12 | Jatraj (US) | .. | 9 | .. | .. | .. |
| 13 | Korba | .. | 14 | 112 | .. | .. |
| 14 | Dadar (Manikpur) (US) | .. | .. | .. | .. | .. |
| 15 | Bisrampur | .. | 14 | 113 | .. | .. |
| 16 | Bhilia, Kh. | .. | 14 | 114 | .. | .. |
| 17 | Dullapur | .. | .. | .. | .. | Full |
| 18 | Barkuta | .. | .. | .. | .. | .. |

Total area : 4300.00 (acres approximately)

OR 1741.50 Hectares (approximately)

Boundary Description

A-B . . . Line passes along the part common boundary of villages Mangaon and Geora through village Naraibad and meets at point 'B'.

B-C . . . Line passes along the part common boundary of villages Bhathora and Niraibad and meets at point 'C'.

C-D . . . Line passes through villages Niraibad, Pandripani, Geora, Khodri, Churel, again Khodri, Risdi, Pali, Padania, Sonpuri and Bhilai Khurd and meets at point 'D'.

D-E . . . Line passes along the part Eastern bank of River Hasdeo in villages Bhilai Khurd, Bisrampur, Dadar (Manikpur) and Korba and meets at point 'E'.

E-F-G-A- . . . Lines pass through villages Korba, Jatraj (US), Durpa, Barpali and Geora and meet at starting point 'A'.

[No. C2-22(18)/63.]

New Delhi, the 8th April 1968

S.O. 1355.—In exercise of the powers conferred by sub-section (i) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and of all other powers enabling it in this behalf, the Central Government hereby rescinds the notification of the Government of India in the Ministry of Mines and Metals No. S.O. 780, dated the 24th February, 1966.

[No. C2-25(4)/63.]

M. S. K. RAMASWAMI, Dy. Secy.

MINISTRY OF INFORMATION AND BROADCASTING

ORDER

New Delhi, the 5th April 1968

S. O. 1356.—In pursuance of the directions issued under the provisions of the enactments specified in the First Schedule annexed here to the Central Government after considering the recommendation of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-Section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).

THE SECOND SCHEDULE

| Sl. No. | Title of the film | Length 35mm | Name of the Applicant | Name of the Producer | Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or documentary film. |
|------------|-----------------------------|----------------|--|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1 | Maharashtra News No. 190 | 300'00 M | Director of Publicity, Govern- ment of Maharashtra, Film Centre, 68-Tardeo Road, Bombay-34. | Director of Publicity, Govern- ment of Maharashtra, Film Centre, 68-Tardeo Road, Bombay-34. | Film dealing with news and current events (For release in Maharashtra Circuit only). |

[No. F. 24/1/68-FP App. 1246.]

BANU RAM AGGARWAL, Under Secy.

MINISTRY OF COMMERCE

New Delhi, the 14th March 1968

S.O. 1357.—Shri Bhagwan Singh, FAS relinquished charge of the post of Chairman, Tea Board, Calcutta on the forenoon of the 17th January, 1968.

2. In exercise of the powers conferred by sub-section (3) of section 4 of the Tea Act, 1953 (No. 29 of 1953), the Central Government hereby appoints Shri A. K. Roy, IAS, as Chairman, Tea Board, Calcutta, with effect from the 17th January, 1968 (forenoon), vice Shri Bhagwan Singh.

[No. F. 1(1)-Plant(A)/68.]

B. KRISHNAMURTHY, Under Secy.

New Delhi, the 28th March 1968

S.O. 1358.—In partial modification of this Ministry's Notification No. S.O. 1611, dated 28th May, 1966, the Central Government hereby appoints Shri Haribans Singh Ayad, Chairman, Jammu and Kashmir, Khadi and Village Industries Board as member of the Khadi and Village Industries Board upto the end of March,

1969 vice Shri Syed Mir Qasim, resigned and directs that S. No. 44 in the said Notification may be amended to read:—

44. Shri Harbans Singh Azad, Chairman, Jammu and Kashmir, Khadi and Village Industries Board.

[No. 41/1/66-KVI(P).]

M. C. MINOCHA, Dy. Secy.

(Office of the Chief Controller of Imports & Exports)

ORDER

New Delhi, the 29th March 1968

S.O. 1359.—M/s. Heavy Engineering Corporation Ltd., Dhurwa, Ranchi-4, were granted an import licence No. G/CG/2026919/C/UR/24/C/H/23/CG.II, dated 22nd February 1967 for Rs. 3,75,825 (Rupees three lakhs seventy five thousand eight hundred and twenty five only). They have applied for the issue of a duplicate licence (both copies of the licence i.e. Customs Control Copy and Exchange Control Copy) on the ground that the original has been lost/misplaced. It is further stated that the licence was not utilised.

2. In support of this contention, the applicant has filed an affidavit. I am accordingly satisfied that the original Customs and Exchange Control copies of the said licence has been lost. Therefore, in exercise of the powers conferred under Sub-clause 9(cc) of the Imports (Control) Order 1955 dated 7th December 1955, as amended, the said original licence No. G/CG/2026919/C/UR/24/C/H/23/CG-II, dated 22nd February 1967 issued to the M/s. Heavy Engineering Corporation Ltd., Dhurwa, Ranchi-4 is hereby cancelled.

3. A duplicate Custom and Exchange Control copies of the said licence is being issued separately to the licensee.

[No. CG.II/5(36)/66-67.]

G. S. SHARMA,

Dy. Chief Controller of Imports and Exports.
for Chief Controller of Imports & Exports.

DEPARTMENT OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 2nd March 1968

S.O. 1360.—In exercise of the powers conferred by section 21 of the Indian Post Office Act, 1898 (6 of 1898), the Central Government hereby makes the following rules further to amend the Indian Post Office Rules, 1933, namely:—

1. These rules may be called the Indian Post Office (Second Amendment) Rules, 1968.
2. In rule 183 of the Indian Post Office Rules, 1933, for clause (qq), the following shall be substituted, namely:—

“(qq) The Chairman of the Rubber Board, the Secretary of the Rubber Board and any other Officer(s) authorised by the Secretary of the Rubber Board, provided that the articles posted by them relate solely to the business of the said Board”.

[No. 24/1/68-CI.]

V. E. ARUNACHALAM,
Director Postal Technical.

MINISTRY OF EDUCATION
(Cultural Activities Division I)

[CAI(1) Section]

ARCHAEOLOGY

New Delhi, the 4th April 1968

S.O. 1361.—Whereas the Central Government is of opinion that the areas near or adjoining the protected monuments specified in the Schedule attached hereto, be declared to be a prohibited area for purposes of mining operation or construction or both;

Now, therefore, in exercise of the powers conferred by rule 31 of the Ancient Monuments and Archaeological Sites and Remains Rules, 1959, the Central Government hereby gives notice of its intention to declare the said area as a prohibited area.

Any objection made within one month of the date of issue of this notification by any person interested in the said area will be considered by the Central Government.

"THE SCHEDULE"

| Sl. No. | State | District | Tehsil/ Taluk | Locality | Name of monument | Survey plot nos. of the area to be declared prohibited. | Area | Ownership | Details of structures if any, already existing in the area | Remarks |
|---------|--------|----------|--------------------|--------------------|---------------------|---|-------------------------------------|--------------------|--|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 1 | Mysore | Miriya | Sriranga- patna | Sriranga- patna | Gumuz | Survey plot Nos. 755, 756, and 760. | Survey plot No. 755 : 0175 acre | Private | Nil. | .. |
| | | | | | | | Survey plot No. 756 : 0175 acre | Private | | |
| | | | | | | | Survey plot No. 757 : 0.200 acre | Government | | |
| | | | | | | | Survey plot No. 760 : 1.550 acre | Municipal land. | | |

[No. F. 4/3/68-CAI(1).]

SHARDA RAO (MRS.),
Assistant Educational Adviser.

MINISTRY OF INDUSTRIAL DEVELOPMENT AND COMPANY AFFAIRS

(Department of Company Affairs)

COST AND WORKS ACCOUNTANTS

New Delhi, the 10th April 1968

S.O. 1362.—In pursuance of clause (a) of sub-section (2) of section 9 of the Cost and Works Accountants Act, 1959 (23 of 1959), the Central Government hereby makes the following further amendment in the late Ministry of Commerce and Industry (Department of Company Law Administration) Notification No. GSR 612, dated the 25th May, 1959, namely:—

In the said notification, for items 1 and 4, the following items shall be substituted respectively, namely:—

- 1. Western India Regional Constituency comprising the States of Gujarat, Madhya Pradesh and Maharashtra, and the Union Territory of Goa, Daman & Diu.”
- 2. Northern India Regional Constituency comprising the State of Punjab, Rajasthan, Uttar Pradesh, Haryana and the Union Territories of Delhi, Himachal Pradesh and Chandigarh.”

[No. 10/13/65-IGC).]

CHARTERED ACCOUNTANTS

New Delhi, the 10th April 1968

S.O. 1363.—In pursuance of clause (a) of sub-section (2) of Section 9 of the Chartered Accountants Act, 1949 (38 of 1949), the Central Government hereby makes the following further amendment in the late Ministry of Commerce and Industry (Department of Company Law Administration) Notification No. S.O. 275, dated the 12th March, 1958, namely:—

In the said notification, for items 1 and 5, the following items shall be substituted respectively, namely:—

- 1. The States of Gujarat and Maharashtra and the Union territory of Goa, Daman and Diu.”
- 2. The Union territories of Delhi, Himachal Pradesh and Chandigarh and the States of Punjab and Haryana.

[No. 6/44/62-IGC.]

P. B. SAHARYA, Under Secy.

(Department of Industrial Development)

ORDER

New Delhi, the 5th April 1968

S.O. 1364/IDRA/6/2/68.—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) read with rules, 2, 5 and 8 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints, till the 11th December, 1968, Shri P. Jayantha Rao, Development Officer, Directorate General of Technical Development, New Delhi, to be Member-Secretary of the Development Council established by the Order of the Government of India in the late Ministry of Industry No. S.O. IDRA/6/2/68, dated the 12th December, 1966 for the scheduled industries engaged in the manufacture or production of Inorganic Chemicals and directs that the following amendments shall be made in the said Order, namely:—

(i) In the said Order, for entry No. 26 relating to Shri K. D. Jain, the following entry shall be substituted, namely:—

“26. Shri P. Jayantha Rao, Development Officer, D.G.T.D., New Delhi”.

(ii) In the said Order, for the existing para 2, the following para shall be substituted, namely:—

“2. Shri P. Jayantha Rao, Development Officer, D.G.T.D., New Delhi, is hereby appointed to carry on the functions of the Secretary of the said Development Council”.

[No. 2(3)/Dev. Council/65-L.C.]

R. C. SETHI, Under Secy.

(Department of Industrial Development)

ORDER

New Delhi, the 8th April, 1968

S.O. 1365.—IDRA/18G/67.—In exercise of the powers conferred by section 18G and section 25 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) and all other powers enabling it in that behalf, the Central Government hereby makes the following Order further to amend the Cement Control Order, 1967, namely:—

- (1) This Order may be called the Cement Control (Third Amendment) Order, 1968.
- (2) It shall come into force on the date of its publication in the Gazette of India.

In the schedule to the Cement Control Order, 1967 after item 25, the following item shall be added, namely:—

“26. M/s. Chettinad Cement Corporation Ltd., Madras Rs. 96.00.”

[No. F. 1-31/68-Cem.]

K. I. VIDYASAGAR, Jt. Secy.

(प्रौद्योगिक विकास विभाग)

प्रावेश

नई दिल्ली, 8 अप्रैल, 1968

एस० ओ० 1366.—आई० डी० आर० ए०/१८ (छ)/६७.—उद्योग (विकास तथा विनियमन) अधिनियम 1951 (1951 का 65) की धारा 18छ और धारा 25 के द्वारा प्रदत्त शक्तियों तथा इस सम्बन्ध में उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा सीमेंट नियंत्रण आदेश, 1967 में आगे और संशोधन करने के लिए निम्नलिखित आदेश जारी करती है; अर्थात् :

- (1) यह आदेश सीमेंट नियंत्रण (तृतीय संशोधन) आदेश 1968 कहलायेगा ।
- (2) यह आदेश भारत के राजपत्र में प्रकाशित होने की तिथि से लागू होगा ।

सीमेंट नियंत्रण आदेश, 1967 की तालिका के मद 25 के पश्चात् निम्नलिखित प्रविधि जोड़ दी जाय ; अर्थात् —

“26.—मेसर्स चेतीनाड सीमेंट कारपोरेशन लिमिटेड, मद्रास रु० 96. 00”

[स० फा० 1-31/68-सीमेंट]

क० आई० विद्यासागर,
संपुक्त सचिव, भारत सरकार ।

(Department of Industrial Development)

Indian Standards Institution

New Delhi, the 3rd April 1968

S.O. 1367.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars of which are given in the Schedule hereto annexed, have been established during the period 16 February to 31 March 1968.

THE SCHEDULE

| Sl. No. and Title of the Indian Standard Established | No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard | Brief Particulars | |
|--|--|--|-----|
| (1) | (2) | (3) | (4) |
| 1 IS: 720-1967 Specification for grease, s. hard, loco (<i>first revision</i>). | IS: 720-1955 Specification for grease, s. hard, loco. | This standard prescribes the requirements and the methods of sampling and test for grease, s. hard, loco for locomotive journal and rod lubrication. (Price Rs. 2.50). | |
| 2 IS: 806-1968 Code of practice for use of steel tubes in general building construction (<i>first revision</i>). | IS: 806-1957 Code of practice for use of steel tubes in general building construction. | This code deals with the use of structural steel tubes in general building construction and is complementary to IS: 800-1962. Provisions which are of special application to construction using steel tubes are included in this code. (Price Rs. 6.50). | |
| 3 IS : 1200 (Part VIII)--1967 Method of measurement of building and civil engineering works Part VIII steel work and iron work (<i>second revision</i>). | IS : 1200-1964 Method of measurement of building works (<i>revised</i>). | This standard covers the method of measurement of steelwork and iron work in buildings and civil engineering works like bridges, industrial structures, towers, cables, etc. used for the preparation of estimates and bills of quantities, and for site measurement. (Price Rs. 4.00). | |
| 4 IS: 1597 (Part I)-1967 Code of practice for construction of stone masonry Part I rubble stone masonry. | .. | This standard covers the design and construction of rubble stone masonry. (Price Rs. 7.00). | |
| 5 IS: 1604-1967 Specification for aviation gasoline (<i>first revision</i>). | IS: 1604-1960 Specification for aviation gasoline. | This standard prescribes the requirements and methods of sampling and test for aviation gasoline intended for use in aircraft reciprocating engines. (Price Rs. 2.50). | |
| 6 IS: 1885 (Part XVIII)--1967 Electrotechnical vocabulary Part XVIII General terms on radio-communications. | .. | This standard covers definitions of general terms used in the field of radio-communications. (Price Rs. 5.50). | |
| 7 IS: 1885 (Part XX)-1967 Electrotechnical vocabulary Part XX Radiowave propagation. | .. | This standard covers definitions of terms used in the field of radiowave propagation. (Price Rs. 7.00). | |

| (1) | (2) | (3) | (4) |
|-----|---|---|--|
| 8 | IS: 1885 (Part XXIV)-1967 Electrotechnical vocabulary Part XXIV Broadcasting, sound and television. | .. | This standard covers definitions of terms used in the field of sound and television broadcasting. (Price Rs. 8.00). |
| 9 | IS: 1958-1967 Specification for fabricated nickel anodes for electroplating. (first revision). | IS: 1958-1961 Specification for nickel anodes for electroplating. | This standard covers the requirements of fabricated nickel anodes, both oxide type and carbon type, used for electroplating. (Price Rs. 2.00). |
| 10 | IS: 2016-1967 Specification for plain washers. (first revision). | IS: 2016-1962 Specification for plain washers. | This standard lays down the requirements for plain (machined and punched) washers. (Price Rs. 4.00). |
| 11 | IS: 2395 (Part II)-1967 Code of practice for painting concrete, masonry and plaster surfaces Part II Schedules. | .. | This standard lays down schedules for painting of calcareous surfaces with colour washers, distemper cement paints, emulsion paints, oil paints, synthetic gloss paints, bituminous paints, etc. (Price Rs. 2.50). |
| 12 | IS: 3476-1967 Specification for trolley and contact wire for electric traction. | .. | This standard covers the requirements for four sizes of trolley and contact wire made of hard-drawn copper and three sizes of trolley and contact wire made of cadmium-copper, used for electric traction purposes. (Price Rs. 6.00). |
| 13 | IS: 3722-1966 Letter symbols and signs used in electrical technology. | .. | This standard covers letter symbols and signs for quantities used in electrical technology and their units. (Price Rs. 6.50). |
| 14 | IS: 3803-1967 Method for elongation conversions for steel. | .. | This standard specifies the method of converting percentage elongations after fracture obtained on various proportional and non-proportional gauge lengths to other gauge lengths. (Price Rs. 6.00). |
| 15 | IS: 4093-1967 Specification for nonrefillable liquefied petroleum gas containers. | .. | This standard specifies materials and constructional requirements for non-refillable metal containers of capacity not exceeding 2 litres for liquefied petroleum gases (commercial butane, commercial propane or mixtures thereof), intended for use with portable liquefied petroleum |

(1)

(2)

(3)

(4)

16 IS: 4132-1967 Method for calibration of standardized blocks to be used for brinell hardness testing machines.

..

gas appliances operating at vapour pressure from small liquefied petroleum gas containers, requirements for the closures and for the testing of filled containers are also included. (Price Rs. 2.00).

17 IS: 4133-1967 Methods for calibration of standardized blocks to be used for vickers hardness testing machines.

..

This standard prescribes method for calibration of blocks to be used for indirect calibration of Brinell hardness testing machines. (Price Rs. 2.50).

18 IS: 4136-1967 Specification for aluminium compartmental trays.

..

This standard lays down the general requirements for compartmental trays, both round as well as rectangular, made of Aluminium. (Price Rs. 2.50).

19 IS: 4343-1967 Code of practice for treatment of water for high pressure boilers.

..

This standard deals with the conditions to be aimed at and the chemical methods of attaining them in the water side of boilers operating at pressures above 42 kg./cm². (Price Rs. 5.00).

20 IS: 4350-1967 Specification for concrete porous pipes for under drainage.

..

This standard lays down the requirements for porous pipes made of concrete for use in under drainage. The requirements cover pipes ranging from 80 mm nominal internal diameter to 900 mm nominal internal diameter with three types of joints. (Price Rs. 5.00).

: 4368-1967 Specification for alloy steel billets, blooms and slabs for forgings for general engineering purposes.

..

This standard covers the requirements for alloy steel billets, blooms and slabs for forging for general engineering purposes. (Price Rs. 3.50).

22 IS: 4369-1967 Specification for carbon steel bars for forgings.

..

This standard covers the requirements for six grades of carbon steel bars for forgings. (Price Rs. 2.50).

| (1) | (2) | (3) | (4) |
|-----|--|-----|--|
| 23 | IS: 4375-1967 Specification for cotton knitted sports shirts. | .. | This standard prescribes the constructional details and other particulars of cotton knitted sports shirts. (Price Rs. 3.50). |
| 24 | IS: 4378-1967 Specification for nippers | .. | This standard specifies the requirements for Diagonal and End cutting nippers. (Price Rs. 2.50). |
| 25 | IS: 4379-1967 Specification for identification of the contents of industrial gas cylinders. | .. | This standard covers the method of marking industrial gas cylinders up to and including 130 litres water capacity to identify their contents. (Price Rs. 2.00). |
| 26 | IS: 4382-1967 Specification for non-tinted ophthalmic glass. | .. | This standard specifies the requirements of non-tinted ophthalmic glass used for making spectacle lenses. (Price Rs. 3.50). |
| 27 | IS: 4384-1967 Specification for steel watertight and weathertight doors. | .. | This standard specifies the requirements for hinged steel watertight and weathertight doors. (Price Rs. 5.00). |
| 28 | IS: 4385-1967 Specification for throwing hammers. | .. | This standard lays down the requirements of throwing hammers used in field events in national and international athletic competitions. (Price Rs. 3.50). |
| 29 | IS: 4389-1967 Method for determination of colour fastness of textile materials to hot water. | .. | This standard prescribes a method for determination of colour fastness of all textile materials irrespective of their composition and form to the action of hot water. The method prescribed in this standard is mainly applicable to wool fibre and textiles containing wool. (Price Rs. 2.00). |
| 30 | IS: 4391-1967 Specification for hand-made sunnhemp pile carpets. | .. | This standard prescribes constructional details and other particulars of two varieties (ordinary and special) of hand-made sunnhemp pile carpets. (Price Rs. 2.50). |
| 31 | IS: 4396-1967 Specification for barium nitrate for explosive and pyrotechnic compositions | .. | This standard prescribes the requirements and the methods of sampling and test for barium nitrate, intended primarily for use in pyrotechnics and explosives. (Price Rs. 5.00). |

| (1) | (2) | (3) | (4) |
|-----|---|-----|--|
| 32 | IS: 4399-1967 Specification for nylon fabrics for industrial and special purposes. | .. | This standard prescribes constructional details and other particulars of 6 varieties of nylon fabric undyed or dyed used for industrial and special purposes. (Price Rs. 2.50). |
| 33 | IS: 4400 (Part-I)-1967 Methods of measurements on semiconductor devices Part I General. | .. | This standard covers the general conditions relating to measurements on all types of semiconductor devices. (Price Rs. 2.00). |
| 34 | IS: 4401-1967 Specification for nylon fish-net twines. | .. | This standard prescribes constructional details and other particulars of undyed nylon twines used in the manufacture of fishing nets. (Price Rs. 2.50). |
| 35 | IS: 4404-1967 Specification for cloves, whole. | .. | This standard prescribes the requirements for cloves, <i>[Syzygium aromaticum (Linn) Merr. & Perry]</i> whole, for use as a spice. (Price Rs. 2.00). |
| 36 | IS: 4405-1967 Specification for cloves powder. | .. | This standard prescribes the requirements for cloves, <i>[Syzygium aromaticum (Linn) Merr. & Perry]</i> , powder for use as a condiment. (Price Rs. 2.00). |
| 37 | IS: 4408-1967 Specification for sodium chloride, analytical reagent. | .. | This standard prescribes the requirements and the methods of sampling and test for sodium chloride analytical reagent grade. (Price Rs. 5.50). |
| 38 | IS: 4412-1967 Specification for copper wires for general engineering purposes. | .. | This standard covers the requirements of two grades of copper wires for general engineering purposes. Copper wires up to 5mm diameter only are covered by this standard. (Price Rs. 2.50). |
| 39 | IS: 4413-1967 Specification for brass wires for general engineering purposes. | .. | This standard covers the requirements of brass wires for general engineering purposes. Brass wires up to 5mm diameter only are covered by this standard. (Price Rs. 2.50). |

| (1) | (2) | (3) | (4) |
|-----|---|-----|--|
| 40 | IS: 4414-1967 Specification for wooden table tops. | .. | This standard covers the requirements of materials, sizes, construction and finish of wooden table tops of the common types and for use for office, domestic and industrial requirements. (Price Rs. 3.50). |
| 41 | IS: 4415-1967 Glossary of terms for wooden furniture | .. | This standard deals with various technical terms used for office and domestic wooden furniture and accessories. (Price Rs. 3.50). |
| 42 | IS: 4416-1967 Specification for dobby barrels. | .. | This standard prescribes the requirements of dobby barrels for use in conjunction with wooden lags conforming to IS: 3496-1966. (Price Rs. 2.50). |
| 43 | IS: 4421-1967 Specification for malted-skimmed milk food. | .. | This standard prescribes the requirements and the methods of test for malted skimmed milk food. (Price Rs. 2.00). |
| 44 | IS: 4426-1967 Methods of sampling laboratory glassware and medical glass instruments. | .. | This standard prescribes the methods for sampling and the criteria for ascertaining the conformity of items of laboratory glassware and medical glass instruments to the requirements prescribed in the individual specifications. (Price Rs. 2.50). |
| 45 | IS: 4436-1967 Specification for jute bagging for wrapping cotton bales. | .. | This standard prescribes the constructional details and other particulars of jute bagging generally used in the wrapping of cotton bales. (Price Rs. 2.00). |
| 46 | IS: 4445-1967 Specification for filter and filter chamber for blood transfusion. | .. | This specification covers the requirements of filter and filter chamber used in the blood transfusion apparatus. (Price Rs. 2.00) |
| 47 | IS: 4450-1967 Specification for brandies. | .. | This standard prescribes the requirements and the methods of test for brandies. (Price Rs. 2.00). |
| 48 | IS: 4452-1967 Specification for dehydrated onion. | .. | This standard prescribes the requirements for dehydrated onions, that is, onions from which the bulk of moisture has been |

(1)

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(4)

49 IS: 4456 (Part II)-1967 Methods of test for chemical resistant mortars Part II Sulphur type.

..

removed by dehydration under controlled conditions. It applies to various commercial forms, such as kibbled onion, minced onion, onion grits, onion powder, and onion rings and slices.
(Price Rs. 2.50)

50 IS: 4468-1967 Dimensions for three-point linkage of agricultural wheeled tractors.

..

This standard covers nine methods for carrying out tests on sulphur type-chemical resistant mortar.
(Price Rs. 4.00).

This standard specifies the major dimensions for three-point linkage for attachment of mounted implements or equipment to the rear of agricultural wheeled tractors in association with hydraulic lift.
(Price Rs. 5.00).

Copies of these Indian Standards are available, for sale, with the Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (i) Bombay Mutual Terrace, Sandhurst Bridge, Bombay-7, (ii) Third and Fourth Floors, 5 Chowinghee Approach, Calcutta-13, (iii) Second Floor, Sathyamurthi Bhavan, 54 General Patters Road, Madras-2 and (iv) 117/418B, Sarvodaya Nagar, Kanpur.

[No. MD/13 : 2]

S.O. 1368.—In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed has/have been issued under the powers conferred by the sub-regulation (1) of Regulation 3 of the said Regulations.

THE SCHEDULE

| Sl. No: | No. and title of the Indian Standard amended | No. and Date of Gazette Notification in which the establishment of the Indian Standard was notified | No. and Date of the Amendment | Brief particulars of the Amendment | Date from which the amendment shall have effect |
|---------|---|---|-------------------------------|--|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1 | IS : 266-1961 Specification for Sulphuric acid (revised). | S.O. 3447, dated 17 November, 1962. | No. 1 February, 1968. | Page 6, Table I, col. (3), (4), (6) and (7) against S.I. No. (i)—Substitute '1.825' for the existing values given under these columns. | 29 February 1968. |
| 2 | IS : 829-1965 Specification for hockey sticks (revised). | S.O. 2687 dated 10 September, 1966. | No. 1 February, 1968. | Use of parchment has also been recognized in addition to MARKIN cloth for wrapping the handles and covering the joints of hockey sticks. | |
| 3 | IS : 1901-1961 Specification for visual indicator lamps. | S.O. 910 dated 31 March, 1962. | No. 3 March 1968. | (i) Page 3, clause 2.321 (see also Amendment No. 2)—Add the following words at the end of this clause : 'and also the requirements of fragility of filaments as specified in S.I.R.'. (ii) Page 8, Table V, last column heading—Substitute the following for the existing column heading : 'Specified Average Lumen Maintenance'. | 15 March 1968. |

| 1 | 2 | 3 | 4 | 5 | 6 |
|----|--|-----------------------------------|----------------------|---|-------------------|
| | | | | | |
| 4 | IS : 2448 (Part I)-1963 Specification for adhesive insulating tapes for electrical purposes Part I tapes with cotton textile substrates. | S.O. 2877 dated 12 October, 1963. | No. 2 February 1968. | (iii) Clauses 5.1 and 5.3 have been substituted by new ones. (iv) Clause 6.1 has been deleted and subsequent clauses renumbered accordingly. | |
| 5 | IS : 2610-1964 Dimensions for straight sided splines for machine tools. | S.O. 1840, dated 30 May 1964. | No. 1 March 1968. | (i) New clauses 3.1.2 and 10.7.4 have been added (ii) Page 8, clauses 10.7.2 and 10.7.3 headings— Add the following words at the end of both the clause headings : '(For Tapes with Both Sides Coated)'. | 29 February 1968. |
| 6 | IS : 2969-1964 Method for determination of added oil content of jute yarn and fabrics. | S.O. 1152 dated 10 April 1965. | No. 1 March 1968. | Clause 0.5 has been Substituted by a new one. 15 March 1968. | 15 March 1968. |
| 7 | IS : 3050-1965 Code of practice for reinforced binding of library books and periodicals. | S.O. 2246 dated 30 July 1966. | No. 1 February 1968. | Correction factor 'd', the percentage of naturally occurring oil and wax content in jute removed during the extraction of oil, has been deleted from the formula under item 9.1. | 15 March 1968. |
| 8 | IS : 3424-1966 Specification for stainless steel table utensils. | S.O. 2246 dated 30 July 1966. | No. 1 March 1968. | (i) Clause 6.3 has been substituted by a new one. (ii) A new clause A-2.20 has been added. | 29 February 1968. |
| 9 | IS : 3473-E-1966 Specification for solvent-extracted groundnut oil. | S.O. 2602 dated 27 August 1966. | No. 1 February 1968. | The informal table in Fig. 3 has been substituted by a new one. | 15 March 1968. |
| 10 | IS : 3536E-1966 Specification for ready mixed paint, brushing, wood primer, pink. | S.O. 2602 dated 27 August 1966. | No. 1 March 1968. | This amendment aims at removing the emergency character of the standard. | 29 February 1968. |
| 11 | IS : 3575-1965 Specification for bitumen drums, | S.O. 241 dated 21 January 1967. | No. 1 February 1968. | This amendment aims at removing the emergency character of the standard. | 15 March 1968. |
| | | | | Clause 6.1 has been substituted by a new one and the footnote given at the bottom of page 8 has been deleted. | 29 February 1968. |

| | | | | | |
|----|---|------------------------------------|----------------------|---|-------------------|
| 12 | IS: 3581-1966 Garding for green coffee | S. O. 241 dated 21 January 1967. | No. 1 March 1968. | (i) Clause 2.4 has been substituted by a new one. (ii) Table I has been amended. | 15 March 1968. |
| 13 | IS: 4151E-1967 Specification for protective helmets for scooter and motor cycle riders. | S. O. 2950 dated 26 August 1967. | No. 1 February 1968. | (i) Clause A-2.1 has been substituted by a new one and clause A-2.3 amended. | 29 February 1968. |
| 14 | IS : 4227-1967 Specification for braided nylon cord for aeronautical purposes. | S.O. 4080 dated 18 November, 1967. | No. 1 March 1968. | Clause 2.1.3 has been amended. | 15 March 1968. |

Copies of these amendment slips are available, free of cost with, the Indian Standards Institution, 'Manak Bhavan', 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (i) Bombay Mutual Terrace, Sandhurst Bridge, Bombay-7, (ii) Third and Fourth Floors, 5, Chowinghee Approach, Calcutta-13, (iii) Second Floor, Sathyamurthy Bhavan, 54 General Patters Road, Madras, and (iv) 117/418-B Sarvodaya Nagar, Kanpur.

[No. MD/13 : 5]

New Delhi, the 8th April 1968

S.O. 1369.—In the Ministry of Industrial Development and Company Affairs (Indian Standards Institution) Notifications published in the Gazette of India, Part II, Schedule 3, Sub-section (ii), the following corrections be made:—

ERRATA

1. *Gazette dated 30 September 1967*

S.O. 3481 dated 15 September 1957, Sl. No. 4(2)—Read 'IS: 1433' for the word and letters 'IS: 489' appearing in the design of the Standard Mark.

2. *Gazette dated 14 October 1967*

S.O. 3674 dated 22 September 1957, Schedule, Sl. No. 2, Col. 6.—Insert the words 'Immediate effect'.

3. *Gazette dated 28 October 1967*

S.O. 3829 dated 10 October 1957, Schedule 1

(i) Sl. No. 1, Col. 2—Substitute the following for the existing design of the Standard Mark:



(ii) Sl. No. 2, Col. 5, lines 1 and 2—Delete the words and figures '16 October 1967' and insert these in Col. 6.†

4. *Gazette dated 11 November 1967*

S.O. 4048 dated 31 October 1967, Schedule

(i) Sl. No. 29, Col. 3, line 2—Read 'Part XIII' for 'Part III'.

(ii) Sl. No. 60, Col. 2—Read 'IS : 3529-1956' for 'IS: 3620-1966'.

5. *Gazette dated 9 December 1967*

(a) S.O. 4255 dated 10 November 1967, line 3—Read 'Section 3(ii)' for 'Sub-Section 3(ii)'.

(b) S.O. 4258 dated 10 November 1967, Schedule, Sl. No. 11, Col. 2, line 2—Read '1967' for '1997'

6. *Gazette dated 23 December 1967*

S.O. 4560 dated 24 November 1967, Schedule, Sl. No. 1, 2 and 3, Col. 2—Substitute the following for the existing designs of the Standard Marks:



7. *Gazette dated 30 December 1967*

S.O. 4633 dated 11 December 1967, Schedule

(i) Sl. No. 1, Col. 4, line 7—Insert the words and letters '(Price Rs. 5.00)' at the end.

(ii) Sl. No. 4, Col. 4, line 4—Read 'works' for 'wor'.

(iii) Sl. No. 5, Col. 2

(1) Line 3—Read 'Part XIV' for 'Part XVI'.

(2) Line 4—Read 'nuclear' for 'clear'.

8. Gazette dated 6 January 1968.

S. O. 44 dated 20 December 1957, Schedule, Sl. No. 1, 2, 3 and 4 Col. 2—*Substitute the following for the existing designs of the Standard Marks:*

1. IS:779



2. IS : 779



3. IS : 2548



4. IS : 2548



9. Gazette dated 20 January 1968.

(a) S.O. 283 dated 5 January 1968, Schedule, Col. 5, Lines 5 and 6—*Read 'subscribed' for 'subscribed'*

(b) S. O. 284 dated 8 January 1968, Schedule—

(i) Sl. No. 11, Col. 7, Line 2—*Insert the brackets and word ('revised') at the end*

(ii) Sl. No. 20, Col. 7, line 1—*Read 'IS: 2333—1963' for 'IS: 2332—1963'*

(iii) Sl. No. 21, Col. 4, line 1—*Read 'Jajmau' for 'Rajmau'*

(c) S. O. 286 (wrongly printed as 986) dated 10 January 1958 Schedule, Sl. No. 4, Col. 2 line 1—*Read 'IS: 1295—1967' for 'IS: 129—1967'*

(d) S. O. 287 dated 10 January 1968 Schedule.

(i) Sl. No. 21—*Read the following for the existing footnote:*

*For purposes of Indian Standards Institution Certification Marks Schemes, IS:3854—1966 shall come into force with effect from 1 January 1968.

(ii) Sl. No. 71, Col. 4, line 1—*Read 'standard' for 'material'*

CORRIGENDA

1. Gazette dated 20 May 1967

S. O. 1760 dated 8 May 1967, Schedule, Sl. No. 9 Col. 4, line 2—*Substitute 'March 1967' for 'March 1966'.*

2. Gazette dated 14 October 1967.

S. O. 3675 to S.O. 3679 dated 28 September 1967—*Substitute 'Sub-Section (ii)' for 'Sub-Section 3(ii)' wherever appearing.*

3. Gazette dated 30 December 1967.

S. O. 4634 dated 12 December 1967, line 3—*Substitute 'sub-section (ii)' for 'Sub-Section 3(ii)'.*

[No. MD/13 : 8]

S.O. 1370.—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as subsequently amended, the Indian Standards Institution hereby notifies that fifty licences, particulars of which are given in the Schedule hereto annexed have been renewed.

THE SCHEDULE

| Sl. No. | Licence No. and date | Period of Validity From 3 | To 4 | Name and Address of the Licensee 5 | Article/Process covered by the licence 6 | Relevant Indian Standard 7 |
|------------|-------------------------|---------------------------------|---------|--|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | CM/L-63 7-2-1958 | 16-2-68 | 15-2-69 | The Indian Turpentine and Rosin Co. Ltd., P.O. Clutterbuckganj, Bareilly (U.P.) | Gum spirit of turpentine (oil of turpentine). | IS:533-1954 Specification for gum spirit of turpentine (oil of turpentine). |
| 2 | CM/L-64 7-2-1958 | 1-3-68 | 28-2-69 | M/s. Assam Forest Private Ltd., Dibrugarh, District Lakhimpur (Upper Assam). | Tea-chest plywood panels | IS:10-1964 Specification for plywood tea-chests (second revision). |
| 3 | CM/L-67 7-2-1958 | 1-3-68 | 28-2-69 | M/s. Woodcraft Products Ltd. 8 India Exchange Place, Calcutta. | Tea-chest plywood panels | IS:10-1964 Specification for plywood tea-chests (second revision). |
| 4 | CM/L-70 7-2-1958 | 1-3-68 | 28-2-69 | The Standard Furniture Co. Ltd., Chalakudi (Kerala State). | Tea-chest plywood panels | IS:10-1964 Specification for plywood tea-chests (second revision). |
| 5 | CM/L-116 3-2-1959 | 16-2-68 | 15-2-69 | M/s. Minerva Plywood Industries,, 43/H/1, Chaulpatty Road, Calcutta-10. | Tea-chest plywood panels | IS:10-1964 Specification for plywood tea-chests (second revision). |
| 6 | CM/L-118 19-2-1959 | 1-3-68 | 28-2-69 | M/s. Bengal Plywood Manufacturing Company, 23/24 Radha Bazar Street, Calcutta. | Tea-chest plywood panels | IS:10-1964 Specification for plywood tea-chests (second revision). |
| 7 | CM/L-137 3-8-1959 | 16-2-68 | 15-2-69 | The Assam Railways and Trading Company Limited, Margherita, Assam. | Tea-chest plywood panels | IS:10-1964 Specification for plywood tea-chests (second revision). |
| 8 | CM/L-167 22-2-1960 | 1-3-68 | 28-2-69 | M/s. Shalimar Biscuits Private Ltd., Sun Mill Estate, Sun Mill Road, Lower Parel, Bombay-13. | Biscuits (excluding wafer biscuits). | IS:1011-1957 Specification for biscuits (excluding wafer biscuits). |
| 9 | CM/L-168 22-2-1960 | 1-3-68 | 28-2-69 | M/s. Tata Fison Industries Ltd., 20 Howrah Road, Salkia, Calcutta. | BHC water dispersible powder concentrates, | IS:562-1962 Specification for BHC water dispersible powder concentrates (second revision). |

| | | | | | | |
|----|------------------------|---------|----------|---|--|--|
| 10 | CM/L-201 15-6-1960 | 16-2-68 | 15-2-69 | M/s. Bharat Pulverising Mills Ltd. 589 Thiruvottiyur High Road, Madras-19. | DDT water dispersible powder concentrates. | IS:565-1961 Specification for DDT water dispersible powder concentrates (revised). |
| 11 | CM/L-272 10-2-1961 | 16-2-68 | 15-2-69 | M/s. Sahibganj Electric Cables Limited, 49, Palace Court, 1 Kyd Street, Calcutta-16. | Aluminium conductor steel reinforced and all aluminium conductors. | IS:398-1961 Specification for hard-drawn standard aluminium and steel-cored aluminium conductors for overhead power transmission purposes (revised). |
| 12 | CM/L-278 27-2-1961 | 1-3-68 | 28-2-69 | M/s. Aluminium Cables and Conductors (U.P.) Pvt. Ltd, 47 Hide Road Extension Calcutta-27. | All aluminium conductors and aluminium conductors steel reinforced. | IS:398-1961 Specification for hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes (revised). |
| 13 | CM/L-301 17-5-1961 | 16-2-68 | 15-2-69 | M/s. National Saw and Plywood Works, Makum Road, Tinsukia (Assam). | Tea-chest plywood panels | IS:10-1964 Specification for plywood tea-chest (second revision). |
| 14 | CM/L-357 20-11-1957 | 1-3-68 | 28-2-69 | M/s. Electrical and Mechanical Corp (India), E-4, Industrial Area, Jullundur City. | Metal clad switches, 15 amp 250 volts, with MEM type fuse base and carrier. | IS:1567-1960 Specification for metal clad switches (current rating not exceeding 100 amperes). |
| 15 | CM/L-379 25-1-1962 | 16-2-68 | 15-2-69 | The National Screw & Wire Products Ltd., Belur, P. O. Belur Math, Distt Howrah having their Regd Office at 51, Stephen House, 4 Dalhousie Square East Calcutta-1. | Hard-drawn stranded aluminium and steel cored aluminium conductors for overhead power transmission purposes. | IS:398-1961 Specification for hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes (revised). |
| 16 | CM/L-380 25-1-1962 | 16-2-68 | 15-2-69 | M/s. Menco Electricals Pvt Ltd. Industrial Estate, Olavakkot. | Metal clad switches, 15 amp, 250 v, with MEM type fuse base and carrier. | IS:1567-1960 Specification for metal clad switches (current rating not exceeding 100 amperes). |
| 17 | CM/L-381 9-2-1962 | 16-2-68 | 15-2-69 | M/s. Pesticides India, Udaisagar Road, Udaipur having their Office at Udaipur. | BHC dusting powders | IS:561-1962 Specification for BHC dusting powders (second revision). |
| 18 | CM/L-482 3-12-1962 | 1-1-68 | 31-12-68 | M/s. Kamani Metals & Alloys Limited, Agra Road, Kuria, Bombay-70. | Brass sheet grade Bs 63 only | IS:410-1959 Specification for rolled brass plate, sheet, strip and foil (revised). |
| 19 | CM/L-496 9-1-1963 | 16-2-68 | 15-2-69 | M/s. Sarvjit Electric Works, Rurka Road, Goraya (N. Rly), Distt Jullundur (Punjab). | Metal clad switches, 15 amp 250 volts, with MEM type fuse base and carrier. | IS:1567-1960 Specification for metal clad switches (current rating not exceeding 100 amperes).] |

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|----|------------------------|---------|---------|--|--|--|
| 20 | CM/L-506 13-2-1963 | 1-3-68 | 28-2-69 | The Great Indian Plywood Mfg. Company, 76, Jessore Road, Dum Dum, Calcutta-28. | Tea-chest metal fittings | IS:10-1964 Specification for plywood tea-chests (second revision). |
| 21 | CM/L-596 30-10-1963 | 16-2-68 | 15-2-69 | M/s. Pesticides India, Udaisagar Road, Udaipur. | DDT water dispersible powder concentrates. | IS:565-1961 Specification for DDT water dispersible powder concentrates (revised). |
| 22 | CM/L-607 11-12-1963 | 1-3-68 | 31-8-68 | The Production Centre for Electric Motors (Govt. of India), Tiruvalla, Kerala State. | Single-phase capacitor start small AC and universal electric motors from 0.25 HP to 1 HP with class 'A' insulation. | IS:996-1964 Specification for single-phase small AC and universal electric motors (revised). |
| 23 | CM/L-621 22-1-1964 | 1-3-68 | 28-2-69 | M/s. Pesticides India, Udaisagar Road, Udaipur. | BHC water dispersible powder concentrates. | IS:562-1962 Specification for BHC water dispersible powder concentrates (second revision). |
| 24 | CM/L-624 23-1-1964 | 1-3-68 | 28-2-69 | M/s. Polymer Products Co. Opp. Indian Cork Mills, Saki Vihar, Lake Road, Bombay-70. | Plastic water closet seats and covers (phenolic plastic and aminoplastics). | IS:2548E-1966 Specification for plastic water-closet seats and covers (revised). |
| 25 | CM/L-773 24-8-1964 | 16-2-68 | 15-2-69 | M/s Ramkrishan Kulwant Rai, 35, Sambudoss Street, First Floor, Madras-1. | Structural steel (ordinary quality). | IS: 1977-1962 Specification for structural steel (ordinary quality). |
| 26 | CM/L-990 11-1-1965 | 16-2-68 | 15-2-69 | M/s. Asiatic Plywood Industries, Barrackpore, Trunk Road, Panighati, 24 Parganas having their office at 30, Strand Road, Calcutta-1. | Tea-chest plywood panels. | IS:10-1964 Specification for plywood tea-chests (second revision). |
| 27 | CM/L-998 27-1-1965 | | | M/s M. L. Day & Co, 28, B.T. Road, Cossipore, Calcutta-2, having their office at 57-B, Chittaranjan Avenue, Calcutta-12. | Steel drums 3 litres, 5 litres, 10 litres, 15 litres, 20 litres and 25 litres, capacity grade B2 (galvanized and ungalvanized) steel drums 25 litres capacity, grade B1 (galvanized and ungalvanized). | IS:2552-1963 Specification for steel drums (galvanized and ungalvanized). |

| | | | | | | | |
|-----|------------------------|---------|---------|--|---|---|---|
| 28. | CM/L-1002 29-1-1965 | 1-3-68 | 28-2-69 | M/s. Electronic & Industrial Instruments Co. Pvt. Ltd., B-17, Industrial Estate, Sanatnagar, Hyderabad-18. | Laboratory Deflection meters. | pH | IS:2711-1966 Specification for direct reading pH meters (revised). |
| 29. | CM/L-1003 8-2-1965 | 16-2-68 | 15-2-69 | The Singh Engineering Works, Structural steel (standard (P) Ltd., 84/54, G. T. Road, Kanpur (U. P.) | Structural steel (standard quality). | IS:26-1962 Specification for structural steel (standard quality) (third revision). | |
| 30. | CM/L-1004 8-2-1965 | 16-2-68 | 15-2-69 | The Singh Engineering Works, Structural steel (ordinary (P) Ltd., 84/54, G. T. Road, Kanpur (U. P.) | Structural steel (ordinary quality). | IS:1977-1962 Specification for structural steel (ordinary quality). | |
| 31. | CM/L-1005 8-2-1965 | 16-2-68 | 15-2-69 | The Singh Engineering Works, Structural steel (standard (P) Ltd., 84/21, Fazalganj, Factory Area, Kanpur (U. P.) | Structural steel (standard quality). | IS:226-1962 Specification for structural steel (standard quality) (third revision). | |
| 32. | CM/L-1006 8-2-1965 | 16-2-68 | 15-2-69 | The Singh Engineering Works (P) Ltd., 84/21, Fazalganj, Factory Area, Kanpur (U.P.) | Structural steel (ordinary quality). | IS:1977-1962 Specification for structural steel (ordinary quality). | |
| 33. | CM/L-1007 8-2-1965 | 16-2-68 | 15-2-69 | M/s. B. R. Herman & Mohatta (India) Private Ltd., Ulhasnagar, Kalyan, Bombay. | Structural steel (standard quality). | IS:226-1962 Specification for structural steel (standard quality) (third revision). | |
| 34. | CM/L-1008 8-2-1965 | 16-2-68 | 15-2-69 | M/s. B.R. Herman & Mohatta (India) Private Ltd., Ulhasnagar, Kalyan, Bombay. | Structural steel (ordinary quality). | IS:1977-1962 Specification for structural steel (ordinary quality). | |
| 35. | CM/L-1009 9-2-1965 | 1-3-68 | 28-2-69 | M/s. U.P. Cable Co., 4, D. L. F. Industrial Area, Najafgarh Road, New Delhi, having their office at Old Ganesh Mills, Bl lg, Kishan Ganj, Delhi -7 | Type of VIR Cables (1) VIR taped/untapped braided and compounded (2) Weather proof (3) Tough rubber-sheathed | Voltage grade 250/440V 250/440V 250/440V | Conductors (i) IS:434 (Part I)-1964 Specification for rubber-insulated cables with copper conductors (revised). (ii) IS:434 (Part II)-1964 Specification for rubber-insulated cables with aluminium conductors (revised). |

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-----|------------------------|---------|----------|---|---|---|
| 36. | CM/L-1013 22-2-1965 | 1-3-68 | 28-2-69 | M/s. Arial Brothers, 14/4 Mathura Road, Faridabad, having their office at Chawri Bazar, Delhi-6. | Cast iron flushing cistern (bell type) high level, 15 litre capacity. | IS:774-1964 Specification for flushing cisterns for water closets and urinals (valveless siphonic type) (revised). |
| 37. | CM/L-1018 26-2-1965 | 1-3-68 | 28-2-69 | M/s. Mysore Insecticides Co. Pvt. Ltd., 18 Vaidyanatha Mudali Street, Tondiarpet, Madras-21, having their office at 31/A North Beach Road, Madras-1. | BHC emulsifiable concentrates. | IS:632-1966 Specification for BHC emulsifiable concentrates (revised). |
| 38. | CM/L-1019 26-2-1965 | 16-2-68 | 15-8-68 | M/s. All India Medical corporation, Simpli Road, Borivali West, Bombay-66 having their office at 185-Princess Street, Bombay-2. | BHC emulsifiable concentrates. | IS:632-1966 Specification for BHC emulsifiable concentrates. |
| 39. | CM/L-1205 2-2-1966 | 16-2-68 | 15-2-69] | M/s. Raj Kamal Water Meter Mfg. Company, Shed No. 28 & 9, Howrah, Industrial Estate, Howrah having their office at 75 Netaji Subhas Road, Calcutta-1. | Water meters (domestic type) 15 mm size. | IS:778-1966 Specification for water meters (domestic type) [third (emergency) revision]. |
| 40. | CM/L-1206 4-2-1966 | 16-2-68 | 15-2-69 | M/s. U.P. Cable Co., 4 D.L.F. Industrial Area, Najafgarh Road, New Delhi, having their office at Old Ganesh Mills, Bldg. Kishanganj, Delhi-7. | Type PVC insulated cables Voltage grade Conduct- tor | IS:694 (Part II)-1964 Specification for PVC insulated cables (for voltages up to 100 volts with aluminium conductors (revised). |
| 41. | CM/L-1210 15-2-1966 | 16-2-68 | 15-2-69 | M/s. Annapurna Biscuit (Mfg.) Co., 84/67, G.T. Road, Kanpur | Biscuits (excluding biscuits) wafer | IS:1011-1957 Specification for biscuits (excluding wafer biscuits). |

| | | | | | |
|-----------------------------|---------|---------|--|---|---|
| 42. CM/L-1213 25-2-1967 | 1-3-68 | 31-8-68 | M/s. Hindustan Mineral Products Co. Pvt. Ltd., Plot No. 27, Manganese Depot, Sewri, Bombay-15, having their Regd. office at 111, Industrial Area, Sion, Bombay-22. | DDT dusting powders. | IS:564-1951 Specification for DDT dusting powders. |
| 43. CM/L-1360 30-11-1966 | 16-2-68 | 15-2-69 | M/s. Ankur Industries, Jessor Road, P. O. Madhyamgram, Distt. 24 Parganas. | BHC dusting powders. | IS: 561-1962 Specification for BHC dusting powders. |
| 44. CM/L-1387 9-1-1967 | 1-2-68 | 31-7-68 | M/s. Cycle Industries (an undertaking of M. P. Laghu Udyog Nigam Lt., Indore) A.B. Road, Guna (M. P.). | Bicycle front forks. | IS: 2061-1962 Specification for bicycle front forks. |
| 45. CM/L-139 15-2-1967 | 16-2-68 | 15-2-69 | M/s. Singal Pesticides, Jamna Par, 9/122, Moti Bagh, Agra. | Endrin emulsifiable concentrates. | IS: 1310-1958 Specification for endrin emulsifiable concentrates. |
| 46. CM/L-1394 15-2-67 | 16-2-68 | 15-2-69 | M/s. Metal Udyog Pvt. Ltd. Pratapnagar, Industrial Area, Udaipur (Rajasthan). | Aldrin dusting powders. | IS 1308-1958 Specification for aldrin dusting powders. |
| 47. CM/L-1395 15-2-67 | 15-2-68 | 15-2-69 | M/s. Metal Udyog Pvt. Ltd, Pratapnagar, Industrial Area, Udaipur (Rajasthan). | Endrin emulsifiable concentrates. | IS:1310-1958 Specification for endrin emulsifiable concentrates. |
| 48. CM/L-1396 28-2-1967 | 1-3-68 | 31-8-68 | M/s. Krishi Rasayan, Ramtal, Distt. Balasore (Orissa). | Endrin emulsifiable concentrates. | IS:1310-1958 Specification for endrin emulsifiable concentrates. |
| 49. CM/L-1399 28-2-1967 | 1-3-68 | 28-2-69 | M/s. Bharat Minerals & Chemicals Co., Transport Depot Road, Calcutta-27 having their office at 174, Mahatma Gandhi Road, Calcutta-7. | BHC dusting powders. | IS:561-1962 Specification for BHC dusting powders (second revision). |
| 50. CM/L-1402 1-3-1967 | 1-3-68 | 28-2-69 | M/s. Samal Harand of Ind'a Pvt. Ltd., 218/1, Picnic Garden Road, Calcutta-39, having their office at 34/1, Elgin Road, Calcutta-20. | Three-phase induction motors up to 5 HP class "A" insulation. | IS:325-1961 Specification of three phase induction motors (second revision) |

[No. MD/33 : 16/A]
(Dr.) A.K. GUPTA, Dy. Director General.

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 11th April 1968

S.O. 1371.—In exercise of the powers conferred by section 4 of the Terminal Tax on Railway Passengers Act, 1956 (69 of 1956), and in supersession of the notification of the Government of India in the Ministry of Railways (Railway Board) No. F(X)I-67/TX-19/5-3, dated the 25th January, 1968, the Central Government hereby directs that no terminal tax shall be levied on passengers travelling by railway to the notified place mentioned in the Schedule hereto annexed, from any railway station situated within a radius of 10 miles (16 Kilometres) from such notified place.

2. This notification shall have effect on and from the 1st May, 1968.

SCHEDULE

1. RISHIKESH

[No. F.(X)I-65/TX-19/8-A.]

S.O. 1372.—In exercise of the powers conferred by sub-section(1) of section 3 of the Terminal Tax on Railway Passengers Act, 1956 (69 of 1956) the Central Government hereby :—

(a) fixes the rates mentioned in column III of the Schedule annexed hereto as the rates at which terminal tax shall be levied in respect of every railway ticket on all passengers carried by railway to the notified place specified in column I of the said Schedule, and

(b) directs that the aforesaid terminal tax shall be leviable with effect from the 1st May 1968.

2. This notification shall come into force on the 1st May 1968.

THE SCHEDULE

Rates of Terminal Tax on Each Ticket

| S. No. | Name of notified place | Class of accommoda- tion | Adult | Child | between 3 & 12 years of age |
|-----------|---------------------------|---|---|--|---|
| | | | I | II | III |
| I | Rishikesh | Short distance passengers (Beyond 10 miles and upto 150 miles) (Beyond 16 Kms and upto 240 Kms.) | Long distance passengers (Beyond 150 miles) (240 Kms.) | Short distance passengers (Beyond 10 miles and upto 150 miles) (16 Kms and upto 240 Kms.) | Long distance passengers (Beyond 150 miles) (240 Kms.) |
| II | Rishikesh | Air con- ditioned or 1st class II class III class | 0.40 0.30 0.15 | 0.70 0.40 0.20 | 0.20 0.15 0.08 |
| III | | | | | 0.35 0.20 0.10 |

Explanation.—The Terminal Tax on a return ticket shall be the same as fixed herein,

[No. F(X)I-65/TX-19/8-B.]
C. S. PARAMESWARAN, Secy.

MINISTRY OF FINANCE
(Department of Economic Affairs)

New Delhi, the 11th April 1968

S.O. 1373—Statement of the Affairs of the Reserve Bank of India, as on the 5th April, 1968.

BANKING DEPARTMENT

| LIABILITIES | Rs. | ASSETS | Rs. |
|--|---------------|---|---------------|
| Capital Paid Up | 5,00,00,000 | Notes | 17,84,90,000 |
| | | Rupee Coin | 4,23,000 |
| Reserve Fund | 80,00,00,000 | Small Coin | 3,48,000 |
| | | Bills Purchased and Discounted:— | |
| National Agricultural Credit (Long Term Operations) Fund . . | 131,00,00,000 | (a) Internal | |
| | | (b) External | |
| | | (c) Government Treasury Bills | 160,03,78,000 |
| National Agricultural Credit (Stabilisation) Fund | 25,00,00,000 | Balances Held Abroad* | 137,52,10,000 |
| | | Investments** | 112,75,23,000 |
| | | Loans and Advances to:— | |
| National Industrial Credit (Long Term Operations) Fund . . | 30,00,00,000 | (i) Central Government | |
| | | (ii) State Governments@ | 159,07,05,000 |
| Deposits:— | | Loans and Advances to:— | |
| (a) Government— | | (i) Scheduled Commercial Banks† | 74,85,67,000 |
| (i) Central Government | 89,97,02,000 | (ii) State Co-operative Banks‡ | 162,74,35,000 |
| (ii) State Governments | 6,46,81,000 | (iii) Others | 5,34,46,000 |

| LIABILITIES | Rs. | ASSETS | Rs. |
|--|---------------|--|---------------|
| | | Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund :— | |
| | | (a) Loans and Advances to— | |
| (b) Banks— | | (i) State Governments | 31,69,90,000 |
| (i) Scheduled Commercial Banks . . . | 119,26,88,000 | (ii) State Co-operative Banks | 11,91,34,000 |
| (ii) Scheduled State Co-operative Banks . . | 6,58,98,000 | (iii) Central Land Mortgage Banks | .. |
| (iii) Non-Scheduled State Co-operative Banks . . | 1,22,15,000 | (b) Investment in Central Land Mortgage Bank Debentures | 7,93,62,000 |
| (iv) Other Banks | 9,33,000 | Loans and Advances from National Agricultural Credit (Stabilisation) Fund— | |
| (c) Others | 329,78,18,000 | Loans and Advances to State Co-operative Banks . . | 7,42,75,000 |
| Bills Payable | 24,51,67,000 | Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund— | |
| Other Liabilities | 108,29,62,000 | (a) Loans and Advances to the Development Bank . . | 6,08,93,000 |
| | | (b) Investment in bonds/debentures issued by the Development Bank | .. |
| | | Other Assets | 61,88,85,000 |
| Rupees | 957,20,64,000 | Rupees | 957,20,64,000 |

*Includes Cash and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

† Includes Rs. 49,15,85,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

‡ Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 10th day of April, 1968.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 5th day of April 1968.

ISSUE DEPARTMENT

| LIABILITIES | Rs. | Rs. | ASSETS | Rs. | Rs. |
|--|-----------------------|-----|---|----------------------|-----------------------|
| Notes held in the Banking Department | 17,84,90,000 | | Gold Coin and Bullion:— | | |
| Notes in circulation | <u>3300,40,55,000</u> | | (a) Held in India | 115,89,25,000 | |
| Total Notes issued | <u>3318,25,45,000</u> | | (b) Held outside India | | |
| | | | Foreign Securities | <u>166,42,00,000</u> | |
| | | | TOTAL | | 282,31,25,000 |
| | | | Rupee Coin | | 75,27,16,000 |
| | | | Government of India Rupee Securities | | 2960,67,04,000 |
| | | | Internal Bills of Exchange and other Commercial paper | | .. |
| TOTAL LIABILITIES | <u>3318,25,45,000</u> | | TOTAL ASSETS | | <u>3318,25,45,000</u> |

Dated the 10th day of April 1968.

L. K. JHA, 
Governor.

[No. F. 3(3)-BC/68.]

V. SWAMINATHAN, Under Secy.

(Department of Revenue and Insurance)

INCOME-TAX

New Delhi, the 4th April 1968

S.O. 1374.—It is hereby notified for general information that the institution mentioned below has been approved by the Indian Council of Medical Research, the "prescribed authority", for the purposes of clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961, (43 of 1961).

Institution

The Research Society, Grant Medical College & J. J. Group of Hospitals, Bombay.

[No. 25/F. No. 10/14/68-(AI).]

S.O. 1375.—In exercise of the powers conferred by sub-section (6) of Section 88 of the Income-tax Act, 1961 (43) of 1961, the Central Government hereby notifies Astakshari Kshetram, Badrinath, Uttar Pradesh, to be a place of worship of renown throughout the State of Uttar Pradesh.

[No. 26/F. No. 16/3/68-IT(AI).]

J. C. KALRA, Dy. Secy.

(Department of Revenue and Insurance)

ESTATE DUTY

New Delhi, the 6th April 1968

S.O. 1376.—The Central Government hereby renews the appointment of the undermentioned Valuers whose names were previously published as S.O. 477 in Part II, Section 3(ii) of the Gazette of India dated 13th February, 1965 for a further period of five years with effect from 3rd February, 1968.

2. The scale of charges for the remuneration of Valuers appointed by the Central Government for valuing any property shall be as fixed below and no such Valuer shall charge a fee at a scale higher than the scale so fixed:

Provided that where two or more properties are required to be valued:—

- (i) by a Committee of Arbitration or by a third valuer in pursuance of a single order, or
- (ii) by a Valuer, in pursuance of a single reference made by a Controller of Estate Duty or at the instance of an accountable person,

all such properties shall be deemed to constitute a single unit of property for the purposes of fixing the fee payable to the Committee or the Valuer, as the case may be:

Provided further that where the same property or properties, required to be valued by the same Committee of Arbitration or, as the case may be, by the same Valuer, is or are common to more than one case and the valuation relates to the same date, the Committee of Arbitration or the Valuer shall be entitled to charge fees at the scale fixed below only in one case and in the remaining case or cases the said Committee of Arbitration or Valuer shall be entitled to charge fees not exceeding rupees one hundred per case.

Scale of charges

On the first Rs. 50,000 of the property so valued $\frac{1}{2}$ per cent of the value.

On the next Rs. 1,00,000 of the property so valued $\frac{1}{4}$ per cent of the value.

On the balance of property so valued $\frac{1}{8}$ per cent of the value.

3. Notwithstanding anything contained in paragraph 2, the remuneration payable to a Valuer shall in no case be less than rupees fifty.

APPENDIX

| Sl. No. | Name | Address |
|---|--|--|
| I.—Engineers/Surveyors/Architects | | |
| 1. | Shri Maithal K. C., B. Sc., A. I. S. M., A.M.I.M.M. (Lon.), M.M.G.I., M.I.S.E., F.G.M.S. | 8A/73, W. E. A., Pusa Road, Karol Bagh, New Delhi-5. |
| 2. | Shri Singh, Anant, B.Sc., C.E. (Hons.), M.I.E. | C-109, South Extension-II, New Delhi. |
| 3. | Shri Desai, M.G., B.A., Dip. Arch. (Lond.), F.R.I.B.A., F.I.I.A. | "Saraswati", 1, Bharati Street, Balaji Nagar, Royapettah, Madras-14. |
| 4. | Shri Dhruva, R.C., B.E., B.Sc., (Civil/ Engr.), | Nina Road No. 1, Bhaktinagar, Rajkot-2. |
| 5. | Shri Karra, J.R., B.E., A.M.I.E. | 3-4-150, Lingampally, Hyderabad-27 (A.P.) |
| 6. | Shri Sabnis, M. B., B.Sc., (I.I.T.), (Civil), A.M.I.E. (Ind.). | B.E. 41, Hamam Street, Fort, Bombay-1. |
| 7. | Shri Subramaniam, P.S., B.E., M.I.E. | Managing Director, Gannon Dunkerley & Co. (Madras) Pvt. Ltd., G.D.C. Bldg., 19, Cathedral Road, Madras-6 |
| 8. | Shri Iswaran, V.A., B.E. | 'Iswar Prasad', Dewan Bahadur Road, R. S. Puram Post, Coimbatore-2, Madras. |
| II.—Accountants | | |
| 1. | Shri Gargiyea, B.D., G.D.A., F.C.A. | Gargiyea Niwas, Beawar. |
| 2. | Shri Bhatty, Manjit Singh | C/o Sodhbans & Co., Commercial Buildings, Mahatma Gandhi Road, Kanpur. |
| 3. | Shri Shah, Narandas M., F.C.A. | C/o Shah & Co., Chartered Accountants, 418, Kalbadevi Road, Bombay-2. |
| 4. | Shri Shah, Indulal H., F.C.A. | C/o Shah & Co., 418, Kalbadevi Road, Bombay-2. |
| III.—Specialists in Agriculture and Farm Valuation | | |
| 1. | Shri Abuja, Arjan Singh, B.Sc., (Agr.) | Supdt., Sri Ganga Mech. Farm & Orchard, Sri Ganganagar (Raj.). |
| IV.—Actuary | | |
| 1. | Shri Vora, V.H., B.Sc., F.I.A. (Lond.) | 28, Altamount Road, Bombay-26. |
| V.—Tea Estates | | |
| 1. | Shri Roy, Amulya Charan | Manager, 'Katalguri Tea Estate, Katalguri P. O., Banarhat T. O. and Rly. Station, Jalpaiguri (W.B.). |
| 2. | Shri Chakravorty, R.N. | Manager, 'Tilka Tea Estate, P. O. Lakhipur, Cachar, Assam. |

[No. 13/F. No. 5/97/67-E.D.]

E. K. LYALL, Dy. Secy.

(Department of Revenue and Insurance)

New Delhi, the 10th April 1968

S.O. 1377—In pursuance of clause (c) of sub-rule (1B) of rule 126HH of the Defence of India Rules, 1962, the Central Government hereby makes the following further amendments in the notification of the Government of India, Ministry of Finance (Department of Revenue and Insurance) S.O. No. 3694, dated the 1st December, 1966, namely :—

In the said notification, in the Table below the Note, after serial number 23 and the entries relating thereto, the following shall be added, namely :—

| (1) | (2) | (3) |
|-----|-------|---|
| "24 | Assam | Deputy Commissioner and Sub-Divisional Officers." |

[No. F. 3/25/67-GC II]

JASJIT SINGH Jt.Secy.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 4th April 1968

S.O. 1378—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 28th day of April, 1968 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Madras, namely:—

The area comprised within the limits of the revenue villages of Odapalli Agraharam and Pallipalayam in Tiruchengode taluk, in Salem district.

[No. F. 13(14)/68-HI.]

New Delhi, the 5th April 1968

S.O. 1379—In pursuance of clause (e) of sub-section (1) of section 3A of the Coal Mines Provident Fund and Bonus Schemes, Act, 1948 (46 of 1948), read with sub-paragraph (1) of paragraph 9 of the Coal Mines Provident Fund Scheme and after consultation with the recognised organisation of employers, the Central Government hereby appoints Shri Ram Mohan Agarwala as a member of the Board of Trustees, vice Shri Guru Pada Sen Gupta, and makes the following amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2451 dated the 17th July, 1967, namely:—

In the said notification, for the existing entry in the 1st column against serial number 16, the following entry shall be substituted, namely:—

"Shri Ram Mohan Agarwala, Ashok Nagar, P.O. Dhansar (Dhanbad)."

[No. 4(5)/67-PF.I.]

S.O. 1380—In pursuance of clause (b) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby nominates Shri B. S. Murthy, Deputy Minister in the Ministry of Health, Family Planning and

Urban Development as the Vice Chairman of the Employees' State Insurance Corporation vice Shri S. Chandrasekhar, and makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2551 dated the 9th August, 1966, namely:—

In the said notification, under the heading "Vice Chairman" for the entry against item 2, the following entry shall be substituted, namely:—

"Shri B. S. Murthy, Deputy Minister in the Ministry of Health, Family Planning and Urban Development, Government of India".

[No. F. 3/5/68-HI.]

S.O. 1381.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 14th day of April, 1968 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Rajasthan, namely:—

Town Bhawani Mandi, Tehsil Pach Pahar, District Jhalawar in the State of Rajasthan.

[No. F. 13(15)/68-HI.]

New Delhi, the 8th April 1968

S.O. 1382.—Whereas the State Government of Punjab has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Mrs. Serla Grewal, Secretary to the Government of Punjab, Medical and Health Department, Chandigarh to represent that State on the Employees' State Insurance Corporation in place of Shri I. C. Puri;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation No. S.O. 2551, dated the 9th August, 1966, namely:—

In the said notification, under the heading "[Nominated by the State Governments under clause (d) of section 4]", for the entry against item 18, the following entry shall be substituted, namely:—

"Mrs. Serla Grewal, Secretary to the Government of Punjab, Medical and Health Department, Chandigarh".

[No. F. 3/18/68-HI.]

S.O. 1383.—In exercise of the powers conferred by sub-section (2) of section 5D of the Employees' Provident Funds Act, 1952 (19 of 1952) and in supersession of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1601, dated the 26th April, 1967, the Central Government hereby appoints Shri Y. Sivasankara Reddy as Regional Provident Fund Commissioner in place of Shri K. A. Ansari for the whole of the State of Andhra Pradesh and the Yanam area of the Union territory of Pondicherry, to assist the Central Provident Fund Commissioner in the discharge of his duties.

[No. 17(81)/65-PF-I(i).]

S.O. 1384.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952) and in supersession of the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. 1602, dated the 26th April, 1967, the Central Government hereby appoints Shri Y. Sivasankara Reddy to be an Inspector for the whole of the State of Andhra Pradesh and the Yanam area of the Union territory of Pondicherry, for the purposes of the said Act and of any scheme framed thereunder, in relation to any establishment belonging to, or under the control of, the Central Government, or in relation to any establishment connected with a railway company, a major port, a mine or an oilfield, or a controlled industry.

[No. 17(81)/65-PF-I(ii).]

New Delhi, the 11th April 1968

S.O. 1385.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Singh Engineering Company, Purulia Road, Jawahar Nagar, Road No. 7, Mango, Jamshedpur (Bihar) have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This Notification shall be deemed to have come into force on the 30th day of June, 1967.

[No. 8/22/68-PF.II.]

S.O. 1386.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Globe-United Engineering and Foundry Company Limited, Globe House, 1/2, Link Road, New Delhi-1 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This Notification shall be deemed to have come into force on the 31st day of August, 1967.

[No. 8/48/68/PF-II.]

S.O. 1387.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as The Crystal Ice and Minerva Aerated Water Works, Warangal-2 (Andhra Pradesh) have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This Notification shall come into force on the 31st day of March, 1968.

[No. 8/55/68-PFII.]

New Delhi, the 15th April 1968

S.O. 1388.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1943 (34 of 1948), the Central Government, having regard to the location of the factories specified in the Schedule hereto annexed in sparse areas in the State of Madras, hereby exempts the said factories from the payment of the employer's special contribution leviable under Chapter VA of the said Act until the enforcement of the provisions of Chapter V of the said Act in the said areas.

SCHEDULE

| Serial No. | Name of the District | Name of Area | Name of the Factory |
|------------|----------------------|----------------------------|---|
| 1 | Coimbatore | Masagoundanchetti Palayam. | Supreme spinners, Oraikalpalayam, Kunnathur P.O. |
| 2 | Kanyakumari | Thuckalay | General Industries, 3/7-18, Kollamvillai, Office Main Road. |
| 3 | North Arcot | Arkonam | (i) M/s. Southern Asbestos Cement Ltd., Ammanur. (ii) Shree Balajee Venkateswara Engineering Works, Winterpet. (iii) National Agricultural and Diesel Industries, G-2, Industrial Estate. |

| Serial No. | Name of the District | Name of Area | Name of the Factory |
|------------|----------------------|-----------------------|---|
| 4 | North Arcot | Sholingur | Sholingur Textiles Ltd. |
| 5 | Ramnad | Perumalpatti | The Ramaraja Surgical Cotton Mills Ltd., 119, P.S.K. Nagar, Samusigapuram Road. |
| 6 | South Arcot | Vridachalam | Government Regional Press. |
| 7 | Tirunelveli | Vitalapuram Koilpatti | Raja Rajeswari Tile Works, Sri-vai Kumtam Taluk. |
| 9 | Tirunelveli | Valliyoor | General Purpose Engineering Workshop. |

[No. F. 6/27/68/HI.]

S.O. 1389.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Binu Engineering Works, 119/A, Narkeldanga North Road, Calcutta-11 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952) should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This Notification shall come into force on the 30th April, 1968.

[No. 8/58/68-PF. II.]

S.O. 1390.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government having regard to the location of the factories specified in the Schedule hereto annexed, in sparse areas in the State of Punjab, hereby exempts the said factories from the payment of the employer's special contribution leviable under Chapter VA of the said Act until the enforcement of the provisions of Chapter V of the said Act in these areas:—

SCHEDULE

| Serial No. | Name of District | Name of Area | Name of the Factory |
|------------|------------------|--------------|--|
| 1 | Ambala | Yamunanagar | M/s. Bharat Straw Factory, Village Pansara. |
| 2 | Ferozepur | Jaitu | M/s. Jai Bharat Steel Rolling Mills Bhatinda. |
| 3 | Hissar | Sirsa | (i) M/s. B.C.F. Finance and Industries Limited. (ii) M/s. Gopi Chand Textile Mills. |
| 4 | Hissar | Ulkana Mandi | M/s. Ganpat Rai Banarsi Dass, Cotton Ginning Dal Factory. |
| 5 | Hissar | Fateh Abad | M/s. Birla Mills Ginning and Pressing Factory. |
| 6 | Jullundur | Chiheru | M/s. Punjab Bone Mills, Near Railway Station. |
| 7 | Jullundur | Banga | M/s. Rayat Boring and Engineering Works, Village and P.O. Nurpur. |
| 8 | Jullundur | Nurpur | M/s. Agricultural Engineering Works, Village and P.O. Nurpur. |
| 9 | Karnal | Smalkha | M/s. Saraswati Iron Foundry Engineering Works. |
| 10 | Ludhiana | Jangpura | M/s. Shakti Oil and Cotton Mills, P.O. Mullan Pur. |

| Serial No. | Name of District | Name of Area | Name of the Factory |
|------------|------------------|--------------|--|
| 11 | Ludhiana | Samrala | M/s. Public Engineering Works, Chandigarh Road. |
| 12 | Ludhiana | Doraha | M/s. Nav Bharat Banaspati and Allied Industries. |
| 13 | Patiala | Amloh | M/s. United Steel Industries. |
| 14 | Rupar | Morinda | M/s. Service Iron and Steel Rolling Mills. |
| 15 | Union Territory | Chandigarh | M/s. Indian Drilling Parts Manufacturing Works, Mani Majra.. |

[No. F. 6(9)/68-HI-I.]

S.O. 1391.—Whereas the Central Government was satisfied that 1. M/s. Malwa Engineering Works; 2. M/s. Malwa Hosiery Factory; 3. M/s. Ganga Bishen and Sons; 4. M/s. Romesh Roller Flour Mills; 5. M/s. Indian National Industries were situated in Moga area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Ferozepur in the State of Punjab;

And, whereas by virtue of their location in a sparse area, the aforesaid factories were granted exemption from the payment of the employers' special contribution under section 73-F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government by the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 135, dated the 5th January, 1962;

And, whereas the Central Government is now satisfied that the insurable population of the Moga area in the district of Ferozepur in the State of Punjab has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73-F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendments in the said notification, namely:—

In the schedule to the said notification, in the entries against serial No. 4 relating to Ferozepur, the entry "Moga" in column 3 and the entries relating thereto in column 4 shall be omitted.

[No. F. 6/9/68-HI-II.]

S.O. 1392.—Whereas the Central Government was satisfied that Punjab Roadways Workshop was situated in Moga area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Ferozepur in the State of Punjab;

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employers' special contribution under section 73-F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government by the notification of the Government of India, Department of Social Security No. S.O. 3444, dated the 18th September, 1964;

And, whereas by virtue of its location in a sparse area, the aforesaid factory population of the Moga area in the district of Ferozepur in the State of Punjab has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73-F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the said notification, namely:—

In the schedule annexed to the said notification, serial No. 2 and the entries relating thereto in columns 2, 3 and 4 shall be omitted.

[No. F. 6/9/68-HI-III.]

S.O. 1393.—Whereas the Central Government was satisfied that M/s. Jai Bajrang Nail Industries was situated in Moga area which was a sparse area (that is an area whose insurable population was less than 500) in the district of Ferozepur in the State of Punjab;

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employers' special contribution under section 73-F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government by the notification of the Government of India in the Department of Social Security No. S.O. 1313, dated the 17th April, 1965;

And, whereas the Central Government is now satisfied that the insurable population of the Moga area in the district of Ferozepur in the State of Punjab has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73-F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the said notification, namely:—

In the schedule annexed to the said notification, in serial No. 3 relating to Ferozepur, the entry relating to Moga in column 3 and the entry there-against in column 4 shall be omitted.

[No. F. 6/9/68-HI-IV.]

S.O. 1394.—Whereas the Central Government was satisfied that M/s. Bharat Engineering Works was situated in Moga area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Ferozepur in the State of Punjab;

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employers' special contribution under section 73-F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the Central Government by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 3026, dated the 22nd August, 1967;

And, whereas the Central Government is now satisfied that the insurable population of the Moga area in the district of Ferozepur in the State of Punjab has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73-F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the said notification, namely:—

In the schedule annexed to the said notification serial No. 1 relating to Ferozepur and entries there-against in column 3 and 4 shall be omitted.

[No. F. 6/9/68-HI-VI.]

New Delhi, the 16th April 1968

S.O. 1395.—In exercise of the powers conferred by sub section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 21st day of April, 1968 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala, namely:—

The area comprising the revenue village of Kothakulangara North in the Alwaye Taluk in the Ernakulam District in the State of Kerala.

[No. F. 13(16)/68-HI.]

DALJIT SINGH, Under Secy.

(Department of Labour and Employment)

New Delhi, the 16th April 1968

S.O. 1396.—The following draft of a scheme further to amend the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1959, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 30th April, 1968.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Vizagapatam Dock Workers (Regulation of Employment) Amendment Scheme, 1968.

2. In clause 34 of the Vizagapatam Dock Workers (Regulation of Employment) Scheme, 1959, for the figure and words "8 holidays with pay", the figure and words "9 holidays with pay" shall be substituted.

[No. 56/2/68/Fac. II.]

S.O. 1397.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following further amendment in the Calcutta Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, the same having been previously published as required by the said sub-section, namely:—

"1. (1) This Scheme may be called the Calcutta Unregistered Dock Workers (Regulation of Employment) First Amendment Scheme, 1968.

(2) It shall come into force on the date of its publication in the Official Gazette.

2. In the Calcutta Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, after clause 8, the following clause shall be inserted, namely:—

8-A. *Restriction on Listing of Employers*—Notwithstanding anything contained in clause 8, the following classes of persons shall not be eligible for being listed as employers under this Scheme, namely:—

(a) persons who are not citizens of India;

(b) firms, one or more partners of which is, or are, not citizen or citizens of India; and

(c) companies, the majority of the shareholders whereof are not citizens of India.

(2) Notwithstanding anything contained in this Scheme, if any of the persons referred to in sub-clause (1) has been listed under this Scheme before the commencement of the Calcutta Unregistered Dock Workers (Regulation of Employment) Amendment Scheme, 1968, his name shall be removed from the list of employers after the expiry of three months from such commencement unless, during such period, he obtains permission in writing from the competent civil authority appointed under clause (2) of paragraph 2 of the Foreigners Order, 1948, for his name being retained in such list and produces the same to the Board:

Provided that before refusing any such permission, the civil authority shall give a reasonable opportunity to the employer of being heard".

[No. 529/28/63-Fac. II.]

S.O. 1398.—The following draft of a scheme further to amend the Mormugao Dock Workers (Regulation of Employment) Scheme, 1965, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 27th April, 1968.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This Scheme may be called the Mormugao Dock Workers (Regulation of Employment) Amendment Scheme, 1967.

2. In the Mormugao Dock Workers (Regulation of Employment) Schmee, 1965 after clause 46, the following new clause shall be inserted:—

"46-A. Special provision in respect of workers involved in criminal charges:

Notwithstanding anything contained in the Scheme—

- (i) A worker arrested or detained by the police on a criminal charge (hereinafter referred to as the 'charge') for a period exceeding 48 hours shall be deemed to have been suspended by an order of the Deputy Chairman with effect from the date of detention and shall remain under suspension until further orders. In cases of arrest or detention for a period not exceeding 48 hours the worker may be placed under suspension if the Deputy Chairman thinks fit and proper.
- (ii) If the worker is released on bail the question whether the worker should be allowed to resume duty shall be considered by the Deputy Chairman. While permission to resume duty may be granted where the offence is a trivial or technical one, no such permission shall be granted if there is a serious charge particularly involving moral turpitude, and the decision of the Deputy Chairman shall be final.
- (iii) In every such case the Administrative Body shall also ascertain whether the charge relates to his work or position as a dock worker. If the worker appears to be *prima facie* guilty of misconduct or negligence of duty he should also be proceeded with in accordance with the provisions of the scheme, and such proceedings may ordinarily be undertaken and continued without waiting for the outcome of the Criminal Case.
- (iv) In cases where the charge does not relate to the conduct of the worker as a dock worker, no decision shall be taken till the decision of the criminal court is known. As soon as the decision of the court is known, it shall be communicated to the Deputy Chairman for the issue of orders as to how the worker is to be dealt with.
- (v) If the worker is discharged or honourably acquitted by the Court he shall ordinarily be allowed to resume duty, the period under suspension being treated as a period on duty.
- (vi) If the worker is convicted of a charge which is considered to be of such a nature as to render his further continuance as a dock worker undesirable, the Deputy Chairman may on taking into account the facts and circumstances of the case direct the removal of the name of the worker from the Register. In any other case, the Deputy Chairman may pass such orders as he thinks fit and proper.

[No. 53|22|67|Fac.II.]

New Delhi, the 8th April 1968

S.O. 1399. In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the Industrial dispute between the employers in relation to Messrs Madhura Company Private, Limited, Cochin and their workmen, which was received by the Central Government on 1st April 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. CGIT-16 OF 1968

PARTIES:

Employers in relation to Messrs. Madura Company Private Ltd., Cochin.

AND

their workmen.

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employers.—Shri V. Desikan of Messrs. Menon and Pai, Advocates.*For the workmen.*—Shri T. C. N. Menon, Advocate.

STATE: Kerala.

INDUSTRY: Ports and Docks.

Bombay, the 28th March 1968.

AWARD

The Government of India in the Ministry of Labour and Employment have by their order No. 28(21)/66-LRIV, dated 15th March 1966 referred to this Tribunal for adjudication in the industrial dispute between the employers in relation to Messrs. Madura Company Private Limited, Cochin and their workmen in respect of the matter specified in the following schedule:—

(1) "Whether the Steamer Tally Clerks employed by Messrs. Madura Company Private Limited, Cochin 1, are entitled to payment of bonus for the accounting year from 1st April 1964 to 31st March 1965? If so to what extent?

(2) To what other reliefs are they entitled?"

2. The circumstances under which this reference has come to be filed are as follows:—

3. The tally clerks employees of Messrs. Madura Company Private Ltd., Cochin 1, had made a demand for bonus to the management for the accounting year 1st April 1964 to 31st March 1965 but as the management refused to pay the bonus the employees referred the matter through their union to the Conciliation Officer but the conciliation efforts ended in failure and hence this reference.

4. The union by its statement of claim has contended that the workmen—the tally clerks—employed by the management are the members of their union. They had made a demand for bonus to the management for the accounting year from the 1st April 1964 to 31st March, 1965 and they were entitled to the same under the Payment of Bonus Act, 1965, and from the information available the company was liable to pay to the tally clerks a bonus of 20 per cent of their total earnings for that year. They have further contended that they were required to take the matter before the Conciliation Officer and hence in addition to the bonus the company was liable to pay interest at the rate of Rs. 25/- to each.

5. The management by its statement in reply denied the workmen's claim. It has alleged that there is no relationship of employer and employee between the company and the workmen. The workmen were independent contractors engaged for tallying occasionally and there was no question of any right of claiming bonus for them. It has been further contended that under the Payment of Bonus Act, 1965, the liability to pay bonus arises only within a month of a settlement or an award in respect of a dispute and there was no question of any interest to be paid by way of compensation. In the alternative they have contended that the working results of the company will not enable bonus to be paid at 20 per cent and if the Tribunal held that the workmen were entitled to the bonus the same would have to be considered on the basis of the accounts of the company which would be produced at the appropriate time.

6. After various adjournments when the matter came up for hearing in this sitting of the Tribunal at Ernakulam the parties negotiated the dispute and finally submitted an amicable settlement and have requested the Tribunal to accept the same and pass an award in the terms incorporated. The settlement has been produced as annexure 'A' to this award. The settlement is signed by both the

parties and their Advocates. By this settlement it is agreed that the workmen—the tally clerks in question should get bonus for the accounting year from 1st April 1964 to 31st March 1965 at the same rate at which it was paid to the head load labour employed by the company at Willingdon Island. The workmen are to be paid bonus in the same way as the other labourers are paid. Clearly the settlement is fair and reasonable and there is no reason why the same should not be accepted. Hence my award according to the terms of settlement annexure 'A' which shall form part of this award.

No order as to costs.

Sd/- A. T. ZAMBRE,
Presiding Officer,
Central Government Industrial Tribunal,
Bombay.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. CGIT-16 OF 1968

PARTIES:

Employers in relation to M/s. Madura Company Private Limited, Cochin.
AND

their workmen.

Joint Memorandum of Settlement Filed by the Parties to the Dispute

The parties to the above have settled the same on the following terms and it is prayed that the Hon'ble Tribunal be pleased to accept the same and pass an award accordingly:—

1. The Tally Clerks in question will be paid for the year 1964-65 bonus at the rate at which it was paid to the head load labour employed by the Company on Willingdon Island.

2. This settlement is entered into without prejudice to the contentions of parties.

Dated this the 4th day of March 1968.

For Madura Company Private Ltd.

Sd/-
Manager.

Advocate for the management.

For Cochin Dock Tally Clerks
Association..

Sd/- President.

[No. 28(21)/66-LRIV.]

S.O. 1400.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Messrs. Matheson, Bosanquet and Company Limited, Cochin, and their workmen, which was received by the Central Government on 1st April 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. CGIT-13 OF 1966

PARTIES:

Employers in relation to Messrs. Matheson Bosanquet and Company Limited,
Cochin

AND

Their workmen.

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employers—Shri V. Desikan of Messrs. Menon and Pai, Advocates.

For the workmen—Shri T. C. N. Menon, Advocate.

STATE: Kerala.

INDUSTRY: Ports and Docks

Bombay dated the 28th March, 1968

AWARD

The Government of India in the Ministry of Labour and Employment have by their order No. 28(27)/66-LRIV, dated 9th March 1968 referred to this Tribunal

for adjudication the industrial dispute between the employers in relation to Messrs. Matheson Bosanquet & Co. Ltd., Cochin and their workmen in respect of the matter specified in the following schedule:—

SCHEDULE

“Whether the steamer tally clerks of M/s. Matheson Bosanquet and Company Ltd., Cochin, are entitled to the payment of bonus for the accounting year ended 31st December 1964? If so, the quantum of bonus payable to them?”

2. The circumstances under which this reference has come to be filed are as follows:—

3. The tally clerks employees of Messrs. Matheson Bosanquet & Co. Ltd., Cochin, had made a demand to the management for bonus for the accounting year ended on 31st December 1964 but as the management refused to pay the bonus the employees represented the matter to the Conciliation Officer through their union. But the conciliation efforts ended in failure and hence the reference.

4. The union by its statement of claim has contended that the workmen—the tally clerks—employed by the management are the members of their union. They had made a demand for bonus to the management for the accounting year ended 31st December 1964 and they were entitled to the same under the Payment of Bonus Act, 1965, and from the information available the company was liable to pay to the tally clerks a bonus of 20 percent of their total earnings for that year. They have further contended that they were required to take the matter before the Conciliation Officer and hence in addition to the bonus the management was liable to pay interest at the rate of Rs. 25 to each.

5. The management by its statement in reply denied the workmen's claim. It has alleged that there is no relationship of employer and employees between the company and the workmen. The workmen were independent contractors engaged for tallying occasionally and there was no question of any right of claiming bonus for them. It has been further contended that under the terms of the Payment of Bonus Act, 1965 the liability to pay bonus arises only within a month of a settlement or an award in respect of a dispute and there was no question of any interest to be paid by way of compensation. In the alternative they have contended that the working results of the company will not enable bonus to be paid at 20 percent and if the Tribunal held that the workmen were entitled to the bonus the same would have to be considered on the basis of the accounts of the company which would be produced at the appropriate time.

6. After various adjournments when the matter came up for hearing in this sitting of the Tribunal at Ernakulam the parties negotiated the dispute and finally submitted an amicable settlement and have requested the Tribunal to accept the same and pass an award in the terms incorporated. The settlement has been produced as annexure 'A' to this award. The settlement is signed by both the parties and their Advocates. By this settlement it is agreed that the workmen—the tally clerks in question should get bonus for the year ended 31st December 1964 at the same rate at which it was paid to the head load labour employed by the company at Willingdon Island. The workmen are to be paid bonus in the same way as the other labourers are paid. Clearly the settlement is fair and reasonable and there is no reason why the same should not be accepted. Hence my award according to the terms of settlement annexure "A" which shall form part of this award.

No order as to costs.

(Sd.) A. T. ZAMBRE,
Presiding Officer,
Central Government Industrial Tribunal, Bombay.

ANNEXURE 'A'
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY
REFERENCE NO. CGIT-13 of 1966

PARTIES:

Employers in relation to M/s. Matheson Bosanquet and Co. Ltd., Cochin
 AND
 their workmen.

Joint Memorandum of Settlement Filed by the Parties to the Dispute

The parties to the above have settled the same on the following terms and it is
 prayed that the Hon'ble Tribunal be pleased to accept the same and pass an award
 accordingly:—

1. The Tally Clerks in question will be paid bonus for the year ended 31st
 December 1964 at the rate at which it was paid to the head load labour employed
 by the Company on Willingdon Island.

2. This Settlement is entered into without prejudice to the contentions of
 parties.

Dated this the 4th day of March, 1968.

Sd/-

Advocate for the Management.

Sd/-

Advocate for the Union.

For MATHESON BOSANQUET & CO. LTD.

Sd/-

Manager.

For COCHIN DOCK TALLY CLERKS' ASSOCIATION.

Sd/-

[No. 28(27)/66-LRIV.]

S.O. 1401.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14
 of 1947) the Central Government hereby publishes the following award of the
 Industrial Tribunal Bombay in the industrial dispute between, the employers
 in relation to Messrs A. V. Thomas and Company, Limited, Cochin and their
 workmen, which was received by the Central Government on 1st April, 1968.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
 BOMBAY.**

REFERENCE NO. CGIT-23 of 1966

PARTIES:

Employers in relation to M/s. A. V. Thomas and Co. Ltd., Cochin
 AND
 their workmen.

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employers.—Shri V. Desikan of Messrs Menon and Pai, Advocates.

For the workmen.—Shri T. C. N. Menon and Shri P. Sankarankutty,
 Advocates.

State.—Kerala.

State: Kerala.

INDUSTRY: Ports and Docks.

Bombay, the 28th March 1968

AWARD

The Government of India in the Ministry of Labour and Employment have by
 their Order No. 28(18)66 LRIV, dated 28th March, 1968 referred to this Tribunal
 for adjudication the industrial dispute between the employers in relation to

Messrs. A. V. Thomas & Co. Ltd., Cochin 3 and their workmen in respect of the matter specified in the following schedule:—

SCHEDULE

“Whether the following five steamer tally clerks employed by Messrs. A. V. Thomas and Company Ltd., Cochin 3 are entitled to bonus for the accounting year ended 31st December, 1964? If so, what should be the quantum of bonus?

- (1) Shri George Fereero.
- (2) Shri N. V. John.
- (3) Shri D. A. Fernandez.
- (4) Shri P. A. Raphael.

2. The circumstances under which this reference has come to be filed are as follows:—

3. The tally clerks employees of Messrs. A. V. Thomas and Company Ltd., Cochin 3 had made a demand for bonus to the management for the accounting year 1964 but as the management refused to pay the bonus the employees referred the matter through their union to the Conciliation Officer but the conciliation efforts ended in failure and hence this reference.

4. The union by its statement of claim has contended that the workmen—the tally clerks—employed by the management are the members of their union. They had made a demand for bonus to the management for the accounting year ended 31st December, 1964 and they were entitled to the same under the Payment of Bonus Act, 1965 and from the information available the company was liable to pay to the tally clerks a bonus of 20 per cent of their total earnings for that year. They have further contended that they were required to take the matter before the Conciliation Officer and hence the management in addition to the bonus was liable to pay interest at the rate of Rs. 25 to each.

5. The management by its written statement in reply denied the workmen's claim. It has alleged that there is no relationship of employer and employee between the company and the workmen. The workmen were independent contractors engaged for tallying occasionally and there was no question of any right of claiming bonus for them. It has been further contended that under the terms of the Payment of Bonus Act, 1965, the liability to pay bonus arises only within a month of a settlement or an award in respect of the dispute and there was no question of any interest by way of compensation. In the alternative they have contended that the working results of the company will not enable bonus to be paid at 20 per cent and if the Tribunal held that the workmen were entitled to the bonus the same would have to be considered on the basis of the accounts of the company which would be produced at the appropriate time.

6. After various adjournments when the matter came up for hearing in this sitting of the Tribunal at Ernakulam the parties negotiated the dispute and finally submitted an amicable settlement and have requested the Tribunal to accept the same and pass an award in terms incorporated. The settlement has been produced as annexure A to this award. The settlement is signed by both the parties and their Advocates. By this settlement it is agreed that the workmen—the tally clerks in question should get bonus for the year ending 31st December, 1964 at the same rate at which it was paid to the head load labour employed by the company at Willingdon Island. The workmen are to be paid bonus in the same way as the other labourers are paid. Clearly the settlement is fair and reasonable and there is no reason why the same should not be accepted. Hence my award according to the terms of settlement annexure "A" which shall form part of this award.

No order as to costs.

(Sd.) A. T. ZAMBRE,

Presiding Officer,

Central Govt. Industrial Tribunal, Bombay.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
BOMBAY.

REFERENCE NO. CGIT-23 OF 1966

PARTIES:

Employers in relation to M/s. A. V. Thomas & Co. Ltd., Cochin.

AND

their workmen.

Joint Memorandum of Settlement Filed by the Parties to the Dispute.

The parties to the above have settled the same on the following terms and it is prayed that the Hon'ble Tribunal be pleased to accept the same and pass an award accordingly:—

1. The Tally Clerks in question will be paid bonus for the year ended 31st December, 1964 at the rate at which it was paid to the head load labour employed by the Company on Willingdon Island.

2. The settlement is entered into without prejudice to the contentions of parties.

Dated this the 4th day of March 1968.

For A. V. THOMAS & COMPANY LTD..

Sd./-
Branch Manager.

Sd./-

Advocate for the Management. For COCHIN DOCK TALLY CLERKS' ASSOCIATION.

Sd./-

Advocate for the Union.

Sd./-

President.

[No. 28/18/66-LRIV.]

S.O. 1402.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the Industrial Dispute between the employers in relation to Messrs Aspinwall and Company Limited, Cochin and their workmen, which was received by the Central Government on 1st April, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE NO. CGIT-22 OF 1966

PARTIES:

Employers in relation to Messrs. Aspinwall & Co. Ltd., Cochin
AND

their workmen

PRESENT:

Shri A. T. Zambre—Presiding Officer.

APPEARANCES:

For the Employers—Shri V. Desikan of Messrs Menon and Pai, Advocates.
For the Workmen—Shri T. C. N. Menon and Shri P. Sankarankutty, Advocates.

STATE: Kerala.

INDUSTRY: Ports and Docks.

Bombay, dated 28th March 1968

AWARD

The Government of India in the Ministry of Labour and Employment have by their Order No. 28(19)/66-LRIV, dated 28th March, 1968 referred to this Tribunal for adjudication the industrial dispute between the employers in relation to

Messrs. Aspinwall and Company Ltd., Cochin and their workmen in respect of the matter specified in the following schedule:—

SCHEDULE

“Whether the following 16 Steamer Tally Clerks employed by Messrs. Aspinwall and Company Limited Cochin-1 are entitled to bonus for the accounting year ending on the 31st December 1964 under the Payment of Bonus Act, 1965? If so, what should be the quantum of bonus?

- (1) Shri N. S. Fernandez.
- (2) Shri A. D. Cuntha.
- (3) Shri V. Roux.
- (4) Shri S. J. Fernandez.
- (5) Shri R. V. Kini.
- (6) Shri K. J. Fernandez.
- (7) Shri K. A. Fernandez.
- (8) Shri K. J. George.
- (9) Shri C. Xavier.
- (10) Shri C. P. Joh.
- (11) Shri Andrews Joseph.
- (12) Shri A. Joseph.
- (13) Shri S. Rajam Iyer.
- (14) Shri A. M. Franklin.
- (15) Shri J. S. Fernandez.
- (16) Shri F. Cameil.

2. The circumstances under which this reference has come to be filed are as follows:—

3. The tally clerks employees of Messrs. Aspinwall & Company Limited, Cochin, had made a demand for bonus to the management for the accounting year ended 31st December 1964 but as the management refused to pay the bonus the employees referred the matter through their union to the Conciliation Officer but the conciliation efforts ended in failure and hence this reference.

4. The Union by its statement of claim has contended that the workmen—the tally clerks—employed by the management are the members of their Union. They had made a demand for bonus to the management for the accounting year ended 31st December 1964 and they were entitled to the same under the Payment of Bonus Act, 1965 and from the information available the company was liable to pay to the tally clerks a bonus of 20 per cent of their total earnings for that year. They have further contended that they were required to take the matter before the Conciliation Officer and hence in addition to the bonus the company was liable to pay interest at the rate of Rs. 25 to each.

5. The management by its written statement in reply denied the workmen's claim. It has alleged that there is no relationship of employer and employee between the company and the workmen. The workmen were independent contractors engaged for tallying occasionally and there was no question of any right of claiming bonus for them. It has been further contended that under the Payment of Bonus Act, 1965, the liability to pay bonus arises only within a month of the settlement or award in respect of the dispute and there was no question of any interest to be paid by way of compensation. In the alternative they have contended that the working results of the company will not enable bonus to be paid at 20 per cent and if the Tribunal held that the workmen were entitled to the bonus the same would have to be considered on the basis of the accounts of the company which would be produced at the appropriate time.

6. After various adjournments when the matter came up for hearing in this sitting of the Tribunal at Ernakulam the parties negotiated the dispute and finally submitted an amicable settlement and have requested the Tribunal to accept the same and pass an award in terms incorporated. The settlement has been produced as annexure 'A' to this award. The settlement is signed by both the parties and their Advocates. By this settlement it is agreed that the workmen—the tally clerks in question should get bonus for the accounting year ended 31st December 1964 at the same rate at which it was paid to the head load labour

employed by the company at Willingdon Island. The workmen are to be paid bonus in the same way as the other labourers are paid. Clearly the settlement is fair and reasonable and there is no reason why the same should not be accepted. Hence my award according to the terms of settlement annexure 'A' which shall form part of this award.

No order as to costs.

(Sd.) A. T. ZAMBRE,

Presiding Officer,

Central Government Industrial Tribunal, Bombay

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY
REFERENCE NO. CGIT-22 OF 1966

PARTIES:

Employers in relation to Messrs. Aspinwall & Co. Ltd., Cochin
AND
Their Workmen

Joint Memorandum of Settlement by the Parties to the Dispute

The parties to the above have settled the same on the following terms and it is prayed that the Hon'ble Tribunal be pleased to accept the same and pass an award accordingly:

(i) The Tally Clerks in question will be paid bonus for the year ended 31st December 1964 at the rate at which it was paid to the head load labour employed by the Company on Willingdon Island.

2. This settlement is entered into without prejudice to the contentions of parties.

Dated this the 4th day of March 1968.

For ASPINWALL & COMPANY LTD.

(Sd.) Advocate for the Management

(Sd.) Asstt. Manager.

For COCHIN DOCK TALLY CLERKS' ASSOCIATION,

(Sd.) Advocate for the Union.

(Sd.) President.

[No. 28(19)/66-LR-IV.]

C. RAMDAS. Under Secy.

(Department of Labour and Employment)

New Delhi, the 6th April 1968

S.O. 1403.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri F. Jeejeebhoy Arbitrator in the Industrial dispute between the employers in relation to the Associated Cement Companies Limited, Kotma, and their workmen which was received by the Central Government on the 2nd April, 1968.

ARBITRATION AWARD

In the matter of

Associated Cement Companies Limited, Kotma,

AND

Their workmen

represented by the Kotma Colliery Mazdoor Sangh.

Pursuant to an agreement between the parties dated 19th June, 1964, referring the matters contained therein to the arbitration of Mr. F. Jeejeebhoy, last President, Labour Appellate Tribunal of India, residing at 'Firuz-Ara', 160 Queen's Road, Churchgate Reclamation, Bombay-1.

PRESENT:

Mr. F. Jeejeebhoy, Barrister-at-Law, Arbitrator.

For the employers.—Mr. I. M. Nanavati, Advocate, Mr. G. L. Govil and Mr. M. S. Kapoor.

For the workmen.—Mr. K. B. Chougule, General Secretary, Kotma Colliery Mazdoor Sangh, Katma.

AWARD

Whereas by an agreement between the Associated Cement Companies Limited, Kotma, on the one hand and the workmen represented by the Kotma Colliery Mazdoor Sangh on the other, certain dispute pending between them, which had been referred by the Central Government to the adjudication of the Central Government Industrial Tribunal at Bombay, were withdrawn and referred to the arbitration of Mr. F. Jeejeebhoy, Last President, Labour Appellate Tribunal of India, residing at 'Firuz-Ara', 160, Queen's Road, Churchgate Reclamation, Bombay-1;

And whereas the parties had agreed that the decision of the said Arbitrator shall be binding on them;

And whereas the said agreement which was made under Section 10A of the Industrial Disputes Act 1947 has been duly published by the Government of India in the Gazette of India of 11th July, 1964, being S.O. No. 2442 at pages 2899 and 2900 with annexures thereto;

And whereas the hearing of the said arbitration has been partly completed;

Now, therefore, I, the said Mr. F. Jeejeebhoy, Barrister-at-law, as such Arbitrator do hereby make the following award in terms of the Agreement of Reference relating to Item S.O. 639 at page 2904 *viz.*, whether termination of services of Messrs. Kandhai Ram, Bhagwat, Swamideen, Chediram, Vilramdutt and Tilakraj is justified and if not to what relief are they entitled?

Dated at Bombay, this 25 day of March, 1968.

Sd./- F. JEEJEEBHOY,
Arbitrator.

AWARD

This Award deals with the issue at page 2904 of the Gazette of India dated 11th July, 1964, "Whether the termination of services of all or any of the following workers is justified? If not, to what relief are they entitled?" The workmen whose cases are before me are:—

(1) Shri Kandhai Ram, (2) Shri Bhagwat, (3) Shri Swamideen, (4) Shri Chediram, (5) Shri Vilramdutt, and (6) Shri Tilakraj.

2. Of the above named persons Shri Swamideen (No. 3) above, is involved in two of the cases, namely, in one along with Shri Kandhai Ram, and in the other with Shri Bhagwat. In the third case the persons involved are Shri Chediram, Shri Vilramdutt, and Shri Tilakraj.

3. All the cases arise out of a single incident in the Colliery area. At the date of the incident, namely 15th August, 1961, there were two Unions in the Colliery, the I.N.T.U.C. Union, and the Socialist Union; and it would appear that feelings between them were strained. The I.N.T.U.C. Union that morning had taken out a procession, and it was mentioned before me that the President of the I.N.T.U.C. Union on that occasion was involved in some incident. The Socialist Union also took out a procession that same morning, and apparently it went off without incident. The above named persons it is not denied were members of the I.N.T.U.C. Union at that time.

4. At about 10-30 A.M. that morning Shri Badri Prasad Gupta was on the verandah of his quarter in the Colliery area, along with Shri Hari Narayan Singh, and Shri N. K. Mishra (all members of the Socialist Union), and a visitor Shri Shivdayal. They saw a crowd of some thirty persons approaching their house with shouts of 'Maro Maro'. As the crowd came near this particular house, the four persons on the verandah sensing danger ran into the house and closed the door from the inside; but the crowd broke open the front door, and severely assaulted the four

occupants with lathis as a result of which they suffered bodily injuries. The intruders thereafter left the house, and the police arrived later and took the injured persons to the hospital. Shri Badri Prasad had to receive medical treatment for some twelve days, and could not attend work during the period; the other two complainants also had to receive medical treatment for varying period. The visitor Shri Shiv Dayal has not made any formal complaint, and is not on the record. There is no suggestion that the four persons who were assaulted had done anything to provoke the assault; Shri Badri Prasad in answer to Shri Swamideen in cross examination has specifically said: "It was you who gave me the first blow on my head no sooner the door gave way." Nor was it suggested at any time that the four persons who were assaulted in the house had anything to do with the incident in which the President of the I.N.T.U.C. was involved earlier in the day. These four persons were apparently assaulted for no other reason except that they were members of the opposite Union. The feeble effort on the part of the two of the charge sheeted workmen to attribute ill will as the basis of the charges was unconvincing.

5. Soon after the assault the police interrogated people in the area, and started proceedings against certain persons concerning these assaults, details of which are not before me. While the police were thus taking action against the alleged miscreants, and the four persons were recovering from the assault, the Management was considerably concerned about this hooliganism which naturally affected the atmosphere of the Colliery and its work. On August 27th 1961, the Management issued a general Notice to all persons concerned, including the President of the Kotma Colliery Labour Union, with copy to the Station House Officer, Kotma, and the Collector of Shahdol, and I am here reproducing that Notice:—

KC/13/596.

Associated Cement Companies Ltd.,
Kotma Colliery,
August 27th, 1961.

The Management have been giving anxious consideration to the question of restoring peaceful atmosphere after the recent unfortunate incidents of 15th August, 1961. It seems most urgently necessary that persons who have indulged in breaking law and violence should be dealt with, but it is regretted that although more than ten days have elapsed since the occurrences, no complaint has been submitted by the affected workmen. Absence of such complaints handicaps us from taking appropriate action in accordance with Standing Orders.

It is, therefore, hereby notified and requested that all workmen who have been victims of assaults/violence should submit, within 72 hours written complaints to the undersigned giving full and factual details including:—

- (a) Date and time of occurrence;
- (b) Place of occurrence;
- (c) Name of person(s) who committed the act of violence;
- (d) Whether the complainant also made a complaint to the police authorities;
- (e) Name of witnesses, if any.

The undersigned wishes to re-emphasise that a climate of peace and good will is vitally necessary to restore confidence and to ease tension; and Management seeks the sincere co-operation of every employee in tracing and punishing the law breakers and unsocial elements. It is also emphasised that since Departmental action will be based on Standing Orders and a proper domestic enquiry, complainants must furnish complete and factual information so that enquiry can be prompt and effective.

Signature not legible.

Sd./- Manager.
Kotma Colliery.

Copy to:—

President, Kotma Colliery Labour Union, P.O. Kotma Colliery,
Station House Officer, Kotma, for information.
Personnel Officer, Kotma Colliery,
Collector, Shahdol, for information.
Collieries Department.
Personnel Department.

6. The Management was obviously giving anxious thought to the question of securing the proper atmosphere in the Colliery after the assaults of 15th August 1961. In response to the Management's call (1) Shri Badri Prasad Gupta, and (2) Shri Hari Narayan Singh, and (3) Shri Nand Kumar Mishra addressed the Manager of the Colliery complaining about what had happened, each of them gave the necessary particulars. In their letters they also made reference to the injuries which they had received, and one of them further complained that he was in receipt of constant threats. These victims in their separate letters to the Management gave the names of the persons in the Colliery who had assaulted them.

7. Upon receiving these three letters of complaint, the Management issued three separate charge sheets against *inter alia* the six workmen who are now before me—

- (a) As to the complaint of Shri Badri Prasad Gupta charge sheets were issued to Shri Swamideen, Shri Lal Bahadur Singh, Shri Chediram, Shri Tilakraj, and Shri Kandhai Ram. The charge sheet as to the first four is dated 11th September 1961, and the last one 20th September 1961, the charge sheet numbers being KC/10/1041, and KC/10/1307.
- (b) As to the complaint of Shri N. K. Mishra a charge sheet was issued to Shri Swamideen on 11/13 September 1961, and another to Shri Bhagat and Shri Bhaiyalal on 20th September 1961. The charge sheets numbers are KC/10/1047, and KC/10/1308 respectively.
- (c) As to the complaint of Shri Hari Narain Singh the three charge sheets were issued to Shri Tilakraj, Shri Vikramdutt and Shri Chediram on 11/13 September 1961. The numbers of the charge sheets are KC/10/1042, KC/10/1060 and KC/10/1029

8. The workmen concerned were asked to file their replies to the charge sheets; as to those who replied there was general denial by them of the alleged complicity in the incidents, and they also contended that as the Police and Court proceedings were under way the Management could not hold domestic enquiries concerning the same incidents. The Management rightly declined to accept that point of view. The Management after considering the replies sent by the persons against whom allegations had been made decided to hold enquiries against them. The case against Shri Chediram, (2) Shri Vikramdutt, and (3) Shri Tilakraj was sent to Mr. K. V. Ayyar as Enquiry Officer. The other two sets of cases were sent to Mr. Sumariwala for similar enquiry.

9. It was alleged during the course of Mr. Chougule's address that this division into three compartments was made by the Management with the ulterior motive of glossing over contradictions which might arise during the course of the enquiry proceedings relating to all these persons. There is nothing to support the allegation; the Management logically split up the charged persons into three separate sets according to the allegations separately made by the three injured persons who had been badly manhandled. The Union and the workmen were there all the time, and if they felt that the charge sheeted workmen were at a disadvantage by being tried in groups, they could have asked for a consolidated enquiry; but they apparently did not feel that any advantage would be thereby had. In fact where the complainants are different persons, and have accused different persons of assault on them, a joint charge sheet and a joint enquiry would have been not only impracticable but also contrary to principle.

10. Before I deal with the separate enquiries which arise out of this act of hooliganism, I shall deal generally with the situation as emerging from these enquiries.

11. To begin with it was a grave and cowardly offence on the part of the gang of hooligans, some thirty or more of them, to have set upon just four persons who had done nothing to justify this treatment; the attack was neither provoked, nor was it by way of any personal retaliation; except that one or two of the assailants took advantage of the occasion to pay off what they considered were old scores; but there can be no doubt that these three complainants were overwhelmed by the weight of the attack. The only explanation for the ugly act was the suggestion that the President of the I.N.T.U.C. Union had been roughly treated that morning by certain elements; but assuming that the President was so treated it is nowhere suggested that these four persons were in any way involved therein.

12. Mr. Chougule after he had completed his verbal arguments before me at the conclusion of the cases gave me a written argument on 30th December 1967.

13. It has been urged in the written argument that for some of the incidents the complainants have named different sets of persons in the three different enquiries, and that the Manager has ingeniously and purposefully ordered three different enquiries", one by Mr. Ayyar, and two by Mr. Sumariwalla. As Mr. Chougule was urging that there were grave discrepancies in the three enquiries as to what the charge sheeted individuals did in the crowded room (the four were beaten until they collapsed on the floor), I was willing to hear Mr. Chougule on the discrepancies if he chose to address me on the subject. Whereupon Mr. Chougule said it was not permissible for me in these proceedings to see or evaluate such discrepancies; in such circumstances I did not ask him to give particulars; but in his ultimate written arguments he gave a list which Mr. Nanavati traversed.

14. In evaluating these enquiries certain features emerge which speak for themselves. (1) A gang of about thirty persons, mostly workmen of the Colliery, proceeded to the house where the complainants were sitting on the verandah at about 10.30 A.M. many of them being armed with sticks, and they broke down the front door of the premises which the unfortunate occupants had bolted from inside in trying to save themselves from the coming attack. (2) The miscreants achieved their objectives; when they left, all the four inmates were lying on the floor in different stages of unconsciousness and with serious injuries inflicted by the intruders. (3) The Police had to come and take the four to the hospital, and they were under treatment for many days.

15. It is ludicrous to expect each of these complainants to say which of the intruders attacked each of the other two, for each of the three was concerned primarily with himself, and how best he could save his own life; which means that each of the three persons who were complainants could speak mainly of those facts which happened to him and near him during the attack; and of course in these matters there were bound to be some vivid memories.

16. Therefore, in evaluating the contentions of Mr. Chougule as to alleged discrepancies this background must be kept in view. These are elementary facts apparent on the face of the record, and to say that the Enquiry Officer came to wrong conclusions, or that he has not given sufficient reasons for his conclusions, must be judged by the nature of the complaint and the obvious and essential facts. Each of the three complainants was speaking to what he saw at a particular moment during this painful visitation, and their evidence on evaluation was entitled to the acceptance which it received.

17. The terror let loose by this type of hooliganism was reflected in the matter of the witnesses. In and around the area of the assault in the Colliery zone there must have been numerous persons who had seen the hooligans, and yet none apparently was prepared to come forward to give evidence, and indeed such was the dread of hooligans that these four in the house in an unconscious or semi-unconscious condition had to wait until the Police came and took them to the hospital.

18. I shall now deal with the workmen's case against the decision in each of the three separate cases; but before I do so I hold that no advantage would have been gained by the workmen if they had been grouped together in a single case and a single enquiry; the general features are the same as to all the three enquiries, but the particular question is whether the particular persons charged in the separate complaints formed part of this mob and attacked the particular complainants as alleged.

19. There is one other complaint of Mr. Chougule to which I shall here refer. It is said that the Enquiry Officers did not apply their minds properly to the evidence, and they have not given sufficient reasons for their conclusions. Here again it was pointed out by the Company that the only question was whether the charge sheeted person was one of the persons who took part in the attack and committed the assault with which he is charged. The Enquiry Officers had some difficulty even in getting the charge sheeted persons to be present to enable them to proceed with the enquiries. On one occasion the complainant had absented himself from the enquiry (after having given his evidence), and it was urged that because of that the charge sheeted persons should be found 'Not guilty' as a matter of course. This argument was untenable for the simple reason that it is the Management that had charge sheeted the workmen, and the complainant was a witness in the enquiry. It may be added that the Police investigation and the Police activities concerning matters arising out of this hooliganism had been in progress, but those matters were not within the purview of the Enquiry Officer who could not allow himself to be influenced by them; and in such circumstances

the Enquiry Officer's approval to the problem was correct. Mr. Chougule did not ask the Enquiry Officers as to why they had not been more expansive in their reports.

20. According to the Union, the Enquiry Officers have not given sufficient reasons for their findings; but Mr. Nanavati says that if from the evidence an Enquiry Officer was convinced that the particular charge sheeted workman had taken part in the riot and had attacked the quarter or and caused injuries to the complainant, that by itself amounts to reasons for the findings. I have been taken through the evidence at the enquiry and I find that as to the participation of the charge sheeted workmen in the riot and in their attacking the quarter of Shri B. P. Gupta and causing the injuries alleged there is sufficient evidence from the statements of the complainants and their witnesses. They have described how the crowd came as a mob, armed with lathis, and how their quarter was attacked and the complainants beaten. They have clearly deposed to the activities of the charge sheeted workmen of the crowd. The oral evidence is corroborated by the fact of injuries received by the complainants; and if in these circumstances the Enquiry Officer has taken the view that he was convinced about the workmen charged having participated in the riot and having attacked the quarter of Shri Badri Prasad Gupta and caused the complainants the injuries, then in my view it cannot be said that the findings are vitiated on the ground that the Enquiry Officer should have given more reasons for his findings. He had obviously held a careful enquiry and applied his mind to essential facts.

21. The Enquiry Officer must of course hold a free and impartial enquiry, and come to conclusions on the materials before him. If he has been brief, it does not by itself mean that he has not applied his mind to the proceedings if they were otherwise conducted with care and with a proper sense of responsibility. It has been said that even in the case of a single officer establishment, it may well be that it is he who issues the charge sheet and holds the enquiry and imposes the punishment, his decision will nevertheless be valid provided that nothing had been done by him contrary to the requirements of natural justice. I have been told that in this concern there are additional safeguards regarding the dismissal of employees. If the Enquiry Officer decides that the charge has been proved and recommends that a workman should be dismissed, the papers then go to the Manager of the Colliery for his orders. But even if the Manager after studying the record takes the view that the workman concerned should be dismissed, he has no power to order his dismissal, but has to refer the matter to the Agent of the Colliery who is at Bombay, and who after perusing the record may or may not order the dismissal. This course has been duly adopted in accord with the Standing Orders in the case of the dismissed employees before me.

22. I shall now take the three enquiries separately to see whether they were conducted with due care and caution, and whether they were fair and impartial. Both the Enquiry Officers were examined and were before me subjected to cross-examination, but there was nothing in their evidence to support the comment that they were the tools of the Management, and that they were not fair and impartial. It is true that they had put questions to witnesses, but that was done in order to clarify the facts, and help in a proper appraisal. It is also correct that Mr. Ayyar had something to do with the processing of the charge sheets, but that fact does not render him liable to the charge of partiality because he processed the charge sheets on the basis of the allegations made and the replies received; Mr. Ayyar could not and did not import any of his ideas in the process; he did the office work involved.

23. I shall first take the case of Shri Badri Prasad Gupta who made the complaint against Shri Swamideen, Shri Kandhai Ram, Shri Lal Bahadur, Shri Chediram, and Shri Tilakraj. Shri Badri Prasad Gupta said that suddenly at about 10-30 A.M., these five persons broke the door and forced themselves into his quarters with lathis, and that he the complainant and three other persons within his quarter were badly injured with lathis, and he requested the Management for suitable action to be taken against these persons; he himself was badly injured and treated in the hospital from 15th August, 1961 to 26th August 1961. The Management after considering the complaint issued charge sheets which is Exhibit II as to four of them, and Exhibit III as regards Shri Kandhai Ram. Two of the persons, namely, Shri Chediram and Shri Tilakraj were no longer in the service of the Company at the time of the enquiry, and consequently the enquiry against them was dropped. Shri Lal Bahadur Singh was subsequently dropped from the enquiry because the complainant himself pointed out that the person who appeared

before the Enquiry Officer under the name of Shri Lal Bahadur was not the Shri Lal Bahadur Singh to whom the complainant had referred in his complaint. Thus the enquiry was against Shri Swamideen and Shri Kandhai Ram.

24. In reply to the charge sheets Shri Kandhai Ram said: "I deny the false allegations brought against me. In fact after the disturbances of 15th August 1961 the local Police authorities recorded the complaint against all the persons involved, but as I had no connection with the incidents of that day my name did not appear in the Police list." Shri Swamideen did not reply to the charge sheet; Mr. Chougle suggested before me that he had sent a reply to the charge sheet, but there is nothing to show that he did so.

25. The Enquiry Officer has recorded under date 1st July 1962 that Shri Swamideen had not submitted his explanation, although he was called upon to do so, nor was he present at the first date of the enquiry.

26. The enquiry was continued on 4th August 1962, when Shri Swamideen and Shri Kandhai Ram, and the complainant were present. After Shri Badri Prasad Gupta as complainant had given his evidence before the Enquiry Officer, Shri Swamideen and Shri Kandhai Ram were asked by the Enquiry Officer whether they would like to cross examine him. Shri Swamideen said he would like to cross examine him, and Shri Kandhai Ram said that he was not present in the Camp, but was in the mines on 15th August 1961, and it was no use for him to cross examine Shri Badri Prasad Gupta. Shri Swamideen asked a question to the effect "When there was beating (riot) going on in your quarter was I present?" and the answer was that he was present along with his colleagues which formed into a riotous mob and "It was you who gave me the first blow on my head no sooner the door gave way." For the purpose of clarifying certain matters the Enquiry Officer asked Shri Badri Prasad Gupta a few questions, including a question as to whether he knew the reason why the mob beat the four of them; and he replied: "Even today I do not know the reason." When the Enquiry was resumed in the afternoon Shri N. K. Mishra, one of the four persons assaulted, gave evidence as to what had happened. Shri Swamideen in cross examination asked him whether there was enmity between them, and the answer was "No". The next question was whether he Shri N. K. Mishra did not make a false report previously against him (Swamidcen) with a view to get his attendance deducted. The answer was "No". Third question elicited the reply that it was not true that he the witness did not permit him to eat his food because they all had to appear before the Manager at 3-00 P.M. (in connection with some other matters). Shri Kandhai Ram in cross examination of Shri Mishra asked the question whether there was any enmity between the two of them, and the answer was "No". In reply to a question by the Enquiry Officer Shri Mishra said: "I did not know why the mob attacked the quarter in which we were. I do not know who informed the Police, I only know that the Police came". Shri Hari Narayan Singh also gave evidence about the attack and neither of the two charge sheeted persons wished to cross examine him. In reply to the Enquiry Officer he said the police came at about 10.30 A.M. and he does not know who called the police. The Police came in their jeep. He was unable to say whether Shri Swamideen and Shri Kandhai Ram had beaten him or not, because as a result of the injuries received due to his being beaten up by Shri Tilakraj, Shri Chediram, and Shri Vilkramduit he became unconscious, but before he was beaten up he had himself seen Shri Badri Prasad Gupta being beaten up by Shri Swamideen and Shri Kandhai Ram. The first witness for Shri Kandhai Ram was Shri Ramsunder, and he said that on 14th August 1961 he was in the third shift from 11.00 P.M. to 7.00 A.M. that Shri Kandhai Ram is a miner and was working with him in the 4th District; on 15th August 1961 they came out of the mine at 10.30 A.M., and went to their quarters which are situated at No. 3 Dafai. His quarters and Shri Kandhai Ram's quarters were separated by 250 to 300 ft., and their quarters are on different roads in the Camp. He does not know what happened after he returned to his quarter. In reply to the Enquiry Officer he said he came to learn about the disturbance when they were inside the mine, so the two of them came out of the mine and went to their respective quarters. He has no fixed duty hours. "We go in the mine and come out at any time we like. We miners go inside the mine at fixed hours and come out of the mine as and when we feel like coming out". On 14th August 1961 he loaded six tubs. He said he did not know when Shri Kandhai Ram was arrested, and he does not even know who attended duty along with him on 16th August 1961. Shri Swamideen gave his statement, and called as witness Shri Ramcharan, who is trammer. Shri Swamideen stated that on 15th August 1961 he left for

Kotma town at 6.30 A.M., and returned from there at about 12.00 noon, it was only after he returned to the Colliery that he learnt about the riots, he denied the charge against him, and he called as his witness Shri Ramcharan, who said that on 15th August 1961 he was going to Kotma town on a bicycle when near Goinda village Shri Swamideen requested that he might be given a lift to Kotma town, and he accordingly put him on the carrier and cycled him to Kotma. He went to the goldsmith's shop as he wanted to free certain jewellery which he had pledged, and he freed it for Rs. 100/-. Shri Swamideen was also at the goldsmith's shop, he was also trying to free jewellery pledged at the goldsmith's, they then went to a cloth shop, and they roamed about the town for about two hours and returned to the Colliery just as the noon hooter went off. He then came to know that there had been some disturbances.

27. In answer to the Enquiry Officer Shri Swamideen said that he had also gone to free the jewellery which he had pledged with the goldsmith, at about 8.30 A.M. from 8.30 A.M. to 12.00 noon he had to remain in Kotma town because he wanted to return with Shri Ramcharan. After the goldsmith's shop he went to the cloth shop where Shri Ramcharan made purchases and they sat in the shop for hardly half an hour. He went to free the jewellery because his wife wanted to wear it while participating in the 15th August functions. He and Shri Ramcharan roamed about in Kotma for 2½ hours just because it was a holiday. They went to a liquor shop and they drank country liquor. He was arrested on the morning of 16th August 1961, along with Shri Tilakraj, Shri Chediram, etc. He was chalaned by the police on the morning of 17th August 1961, and sent to Burhar he said; and there is no enmity between him and Shri Badri Prasad Gupta.

28. These efforts to prove alibi were not convincing, and they might have had some background if they had been raised in the first instance. There is no mention of this alibi anywhere until the hearing; the charge sheeted workmen had been given time enough to reply to the charge sheet, and if their alibi was true it is difficult to understand why they should have refrained from referring to it. They had their Union to consult, and it is common place that if they were not at the scene of the incident they could have easily stated where they were at the actual time of the assault so as to exonerate themselves; but they did not do so. It is not surprising that the Enquiry Officer on evaluation of the evidence has not accepted this plea of alibi. Shri Swamideen was called to give evidence before me in one of the two cases.

29. I shall next take the case of Shri Bhagat and Shri Swamideen. The charge sheets in the appropriate form were sent to them, but neither of them replied to it. Shri Swamideen said that he remembered having submitted a written reply to the charge sheet, but is not sure as to the person to whom he delivered it; there is no evidence that he delivered a reply to the charge sheet to anybody. His defence at the enquiry was that on 15th August 1961 he was not at the Colliery, but had gone to Kotma town which is about 3½ miles away.

30. Shri Bhagat said he had received the charge sheet and contends it was taken by him to Shri Som (Secretary of the Union) who told him that it was a charge sheet, and it was left in the custody of Shri Som. Shri Bhagat admits that although he was called upon to submit his written explanation he did not do so, as he thought that Shri Som would do the needful for him. Shri Bhagat told the Enquiry Officer that he did not know the contents of the charge sheet, and thereupon it was read over to him and explained to him; whereupon he pleaded "Not Guilty". Shri N. K. Mishra gave his evidence as to the assault upon him by Shri Swamideen and Shri Bhagat, as a result of which he became more or less unconscious, and had to attend hospital for ten days for treatment. In reply to the Enquiry Officer he said that some time previous to 15th August 1961, Shri Bhagat was charge sheeted by the Company, and so Shri Swamideen and Shri Bhagat got into the house with the mob and Shri Swamideen encouraged Shri Bhagat to take revenge on him (Shri N. K. Mishra) stating: "Charge sheet kar badla le lov."

31. At the next hearing Shri Hari Narain Singh was examined, and he gave the particulars of the assault, and he said that Shri Swamideen had beaten Shri N. K. Mishra. Shri Badri Prasad Gupta also gave evidence stating that Shri N. K. Mishra was beaten by Shri Bhagat and Shri Swamideen. The Enquiry Officer asked Shri Swamideen and Shri Bhagat to cross examine Shri Badri Prasad Gupta but they did not wish to do so. At the next hearing Shri Swamideen stated

that he had nothing to do with Shri Bhagat's witness; all the same Shri Swamideen was asked to remain present. Shri Bhagat called as his witnesses Shri Mayaram, miner (token 1235) and Shri Surit Ram. Shri Mayaram stated that he was a miner in No. 2 West District, and they both were staying in the same Dafai. The two of them went to Kotma at 6.00 A.M. on 15th August 1961, and they reached Kotma at 7.15 A.M., and sat in the hotel and had tea and breakfast. Then he went to the cloth shop and Shri Bhagat went somewhere else. He bought cloth worth Rs. 18/- in 2½ hours time, and bought the cloth on credit. As he got out of the shop and started walking towards the Colliery he met Shri Bhagat at Kotma Station where the Company's truck was standing outside the Police Station. Driver Badri Nath told them that there were riots in the Camp, and so they stood outside the Police Station till about 12.00 noon. Thereafter they went to the Colliery and to their respective quarters.

32. Next Shri Bhagat gave evidence; he said on 15th August 1961 he got up at 5.00 A.M. and went to Kotma town at about 6.00 A.M., near the Company's hospital he stood lighting his beedi, when he saw Shri Mayaram coming, and so they reached Kotma a little after 7.00 A.M., and had tea and breakfast. He was going to Kotma to buy cloth, so was Shri Mayaram; he bought cloth worth Rs. 22/-. After buying the cloth he was walking towards the Station when he started looking around if Shri Mayaram was in the area so that they could go to the Colliery together. As they crossed the railway line and came near the Police Station they saw the Company's truck there, but he does not know the name of the driver. The driver however told them that there were riots in the Colliery. They saw the police getting into the truck from which they presumed the police were going to the Colliery. They waited there till 11-12 O'clock. Thereafter he walked towards the Colliery and reached home at one O'clock and heard about the riots. The next day he was on the first shift when the police came and took him into custody, and the following day they were taken to Burhar, and were bailed out on the same day, but he does not know who bailed him out. He did not see Shri Swamideen in Kotma town on 15th August 1961, nor did he meet him between 7-12 O'clock on 15th August 1961. I may here observe that Shri Swamideen has not given evidence in this case; every opportunity was given to him to call witnesses. He did not turn up on the appointed day.

33. I see nothing wrong in or about this enquiry. If it was true that these two persons were away from the Colliery area when this disturbance took place, it would have been a simple matter for them to have said so in their reply to the charge sheet, but they did not do so.

34. In my view the Enquiry Officer could not but find the charge proved against Shri Swamideen, and as regards Shri Bhagat there was consistent evidence that he was guilty, and he was not able to rebut that evidence. It was suggested before me that the Enquiry Officer had been cross examining the witness, which is incorrect; he was legitimately trying to have matters clarified.

35. The third case which was referred to Mr. K. V. Ayyar, relates to three persons, namely, Shri Chediram, electric helper, Shri Vikramdutt, lamp mazdoor, and Shri Tilakrai, water boiler. They did not appear at the hearing which was fixed by the Enquiry Officer, and the case against them proceeded *ex parte*. The Enquiry Officer came to the conclusion that the charge was established, and that in view of the seriousness of the charge these three persons deserved punishment of dismissal. They were dismissed by an order of the appropriate officer at Head Office.

36. Mr. Chougule for the charge sheeted workmen in this complaint of Shri Hari Narayan Singh has made two principal submissions. He states that while the complaints were made against Shri Chedi, fitter helper, Shri Vikram, fitter coolie, the charge sheets were issued to Shri Chediram, electric helper, and Shri Vikramdutt, lamp mazdoor, and in their reply they had denied the allegation he complains there was an error of fact as regards identity. As against this, on 24th September, 1961 when the enquiry commenced Shri Vikramdutt appeared at 5.00 P.M., and said, he would bring his witnesses on 25th September, 1961. Shri Hari Narayan Singh was present at that time, and Shri Vikramdutt signed the proceedings of the day. It has been pointed out on behalf of the Management that a fitter can be electrical and mechanical fitter, and Shri Chediram, electrical helper, was the only electrical helper; it was further pointed out that under the Mazumdar Award of 1956, job description definition of a fitter-helper is one who can be helper either electrical or mechanical. The plea of mistaken identity is not well

founded. In any event Shri Hari Narayan Singh the complainant said he recognised electrical helper Shri Chediram as having been in the crowd. Shri Vikramdutt is shown as fitter coolie in the complaint, and the charge sheet calls him lamp mazdoor, and here too Shri Hari Narayan Singh has identified him as the charge sheeted Shri Vikramdutt.

37. The next point relates to Mr. Chougule's charge that the hearing of the case *ex parte* was not justified, and that the charged persons did not have an opportunity to take part in the proceedings and put forward their cases.

38. At the very first hearing on 24th September 1961, the complainant and witnesses Shri Badri Prasad Gupta and Shri Dayal were present, but the three charge sheeted workmen were absent. Efforts to get them failed but at 5.00 P.M., Shri Vikramdutt appeared and said he would bring his witnesses on 25th September, 1961. Shri Hari Narayan Singh and Shri Vikramdutt were asked to appear on 25th September, 1961 at 8.30 A.M., and Shri Chediram and Shri Tilakraj were also given information about it. On 25th September, 1961 none of the three charge sheeted workmen appeared. Shri Tilakraj refused to accept the letter informing him of the date of the next Meeting. In order to give these three charge sheeted workmen a further opportunity to be present, the case was postponed to 6th October, 1961 at 9.00 A.M., but as the charge sheeted workmen failed to turn up it was further postponed to 11th October, 1961 at 9.30 A.M. On that day Shri Chediram and Shri Vikramdutt turned up, but not Shri Tilakraj. They asked that the enquiry be postponed till after the decision of the Police cases; they were informed that it could not be done. They then asked that the enquiry be postponed to 20th October, 1961 to enable them to produce witnesses, and also to nominate somebody to represent them. The Enquiry Officer thereupon fixed the hearings for 19th and 20th October, 1961 at 9.00 A.M., and the order was made in the presence of Shri Chediram and Shri Vikramdutt. On 20th October, 1961 none of the workmen appeared at 9.00 A.M. At 10.00 A.M., Shri Chediram appeared, and he was asked to wait for the complainant to arrive, and both were asked to appear at 2.30 P.M., when the proceedings were held *ex parte* as none of the charge sheeted workmen was present. It may here be added that the letter of 11th October, 1961 was duly delivered to Shri Tilakraj on 12th October, 1961, and he duly signed for it and took it; the Despatch Clerk gave a statement to that effect. Apart from these facts on the record, the Enquiry Officer made other efforts to secure the attendance of these three workmen at the Enquiry but failed. The three workmen were acting in concert; they filed identical replies to the charge sheets; and 19th and 20th October, 1961, at 9.00 A.M., had been fixed for hearing at the specific requests of two of them; Shri Chediram was in the night shift during the week within which 19th and 20th October, 1961 fell; the other two Shri Vikramdutt and Shri Tilakraj were at that time working in the day shift. All the three had houses within the Colony.

39. I have carefully considered all the facts. I hold that the Enquiry Officer had not alternative in this case but to proceed to an *ex parte* enquiry. I have no doubt that the workmen refrained from attending the enquiry, even after the two of them had requested the date which the Enquiry Officer accepted. The Enquiry Officer did everything expected of him to have all parties before him.

40. I hold that the termination of services of each of the aforesaid six persons was justified, and that they are not entitled to any relief; and I make this Award accordingly at Bombay this the 25th day of March, 1968.

(Sd.) F. JEEJEEBHoy.

Arbitrator.

[No. 8/109/64-LR11.]

New Delhi, the 10th April 1968

S.O. 1404.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the North Golakdih Colliery of Messrs' North Golakdih Colliery Company, Post Office, Ballarpur (District Dhanbad) and their workmen, which was received by the Central Government on the 5th April, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT.
JABALPUR, CAMP AT DHANBAD

Dated March 20, 1968

PRESENT:

Sri G. C. Agarwala—Presiding Officer

CASE REF. NO. CGIT/LC(R)(68)/1967 (JABALPUR TRIBUNAL)

CASE REFERENCE NO. 135 OF 1964 (DHANBAD TRIBUNAL)

PARTIES:

Employers in relation to North Golakdih Colliery of M/s. North Golakdih Colliery Company, Post Office Baliapur, District Dhanbad.

Vs.

Their workmen represented through the Koyla Mazdoor Panchayat, P.O. Jharia, District Dhanbad.

APPEARANCES:

For employers—Sri Mohan Lal Agarwal

For workmen—Sri H. N. Singh.

INDUSTRY: Coal Mine

DISTRICT: Dhanbad (Bihar)

AWARD

By Notification No. 2/121/64-LRII, dated 7th December 1964, the Ministry of Labour and Employment, Government of India, referred the following matter of dispute as stated in the schedule to the order of reference, to the Central Government Industrial Tribunal, Dhanbad, for adjudication and wherefrom it was transferred to this Tribunal by Notification No. 8/25/67-LRII, dated 25th April, 1967:—

Matter of Dispute

(1) Whether the management of North Golakdih Colliery of Messrs North Golakdih Colliery Company, Post Office Baliapur (District Dhanbad), were justified in rendering all or any of the following sixteen workmen unemployed with effect from the 8th June, 1964:

1. Sri Phulchand Mahton.
2. Sri Mohan Mahton.
3. Sri Gaya Singh.
4. Sri Bhollo Mahton.
5. Sri Bara Sona Ram Mahton.
6. Sri Chhota Sona Ram Mahton
7. Sri Chet Lal Singh.
8. Sri Bholu Rai.
9. Sri Bhutto Mahton.
10. Sri Bara Babu Lal Mahton.
11. Sri Chhota Babu Lal Mahton.
12. Sri Rakhal Mahton.
13. Sri Lakhi Ram Mahton.
14. Sri Manu Kamar.
15. Sri Gangu Mahton.
16. Sri Bengu Mahton.

(2) If not, to what relief are the workmen entitled?

The Union filed statement of claim before the Dhanbad Tribunal. The employers filed their statement of claim-cum-rejoinder before this Tribunal. The dispute related to non-employment of the workmen mentioned in the schedule to the order of reference. The employers contended that the Colliery had been closed and these persons have been retrenched. A number of workmen, namely Shri Phulchand Mahaton (Sl. No. 1), Mohan Mahaton (Sl. No. 2), Bara Sonaram Mahaton (Sl. No. 5), Chhota Sonaram Mahaton (Sl. No. 6), Bholo Rai (Sl. No. 8), Bhutto Mahaton (Sl. No. 9), Chhota Babulal Mahaton (Sl. No. 11), Rakhal Mahaton (Sl. No. 12), Gangu Mahaton (Sl. No. 15) and Bengu Mahaton (Sl. No. 16) intimated

during the pendency of the reference that they had no dispute with the employers. The case of the remaining six S/Sri Gaya Singh (Sl. No. 3), Bholu Mahaton (Sl. No. 4), Chetlal Singh (Sl. No. 7), Bara Babulal Mahaton (Sl. No. 10), Lakhiram Mahaton (Sl. No. 13) and Manu Kamar (Sl. No. 14) remained to be determined. By the compromise settlement, terms of which are reproduced in the annexure to this award, the Union has not pressed the case of those who have already intimated that they have no dispute with the employers. For the remaining six mentioned in paragraph (iii) of the agreement, the management has agreed to pay a lumpsum of Rs. 200 to each of the workmen. The dispute is thus satisfactorily resolved. This is a fair and just settlement of the dispute and an award is recorded in terms thereof.

(Sd.) G. C. AGARWALA,
Presiding Officer.
20.3.1968.

BEFORE THE HON'BLE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CUM-LABOUR COURT, JABALPUR AT DHANBAD

REFERENCE No. CGIT/LC(R) (68)/67.

Employers in relation to the North Golukdih Colliery of M/s. North Golukdih Colliery Co. P.O. Belpur, Dist. Dhanbad

AND

Their workmen represented by the Koyala Mazdoor Panchayat, Jharia, Dist. Dhanbad.

In the matter of reinstatement of 16 workers.

Most respectfully beg to state as.

- (1) That after the reference of this dispute for adjudication, the management expressed the desire to settle the dispute amicably.
- (2) That on full consideration the management and the Koyala Mazdoor Panchayat had come to the following agreement:

Agreement

- (i) That names of 16 workmen were given in the schedule of this reference vide Ministry of Labour and Employment Order No. 2/121/64-LRII, dated 7th December, 1964.
- (ii) That while this reference was under consideration of the Hon'ble Tribunal, Shri Phulchand Mahato, Mohan Mahato, Bara Sonaram Mahato, Chhota Sonaram Mahato, Bholu Rai, Bhuto Mahato, Chhota Babulal Mahato, Rakhal Mahato, Gango Mahato and Bengu Mahato (Sl. Nos. 1, 2, 5, 6, 8, 9, 11, 12, 15 and 16) have separately and individually prayed before the Hon'ble Tribunal that they have no dispute with the management, as such the Panchayat would not like to press their grievances.
- (iii) That the dispute of the following workmen Shri Gaya Singh, Bholu Mahato, Chetlal Singh, Bara Babulal Mahato, Lakhiram Mahato and Manu Kamar (Sl. Nos. 3, 4, 7, 10, 13 and 14) remains under dispute.
- (iv) That since no work is available at the colliery the management hereby agrees to treat these workmen as retrenched.
- (v) That the management agrees to pay a lumpsum amount of Rs. 200 (Rupees two hundred only) to each of the abovenoted six workmen as mentioned in para (iii) above.
- (3) That it is, therefore, prayed that the Hon'ble Tribunal be pleased to pass orders accordingly.

(Sd.) MOHAN LAL AGARWAL
20-3-1968.

On behalf of the Management.

(Sd.) H. N. SINGH.
20-3-1968.

On behalf of the Workmen.

Part of Award.

(Sd.) G. C. AGARWALA,
.. Presiding Officer,
Industrial Tribunal-Cum-Labour Court,
(Central), Jabalpur.

[No. 2/121/64-LRII.]

Jharia, dated the 20th March, 1968.

New Delhi, the 11th April 1968

S.O. 1405 —In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Kusunda and Nayadee Collieries of Messrs Kusunda and Nayadee Collieries (Private) Limited, Post Office Kusunda, District Dhanbad and their workmen, which was received by the Central Government on the 5th April, 1968.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

CAMP AT DHANBAD

Dated March 22, 1968

PRESENT:

Sri G. C. Agarwala—Presiding Officer.

CASE REF. NO. CGIT/LC(R)(54)/67 (JABALPUR TRIBUNAL)

CASE REF. NO. 117 OF 1964 (DHANBAD TRIBUNAL)

PARTIES:

Employers in relation to—Kusunda & Nayadee Collieries of M/s Kusunda & Nayadee Collieries (P) Ltd., P.O. Kusunda, District Dhanbad.

VS.

Their Workmen represented through the General Secretary, Khan Mazdoor Congress, P.O. Jharia, District Dhanbad.

APPEARANCES:

For employers—S/Sri D. Narsingh, Advocate and Y. G. Srikhande.

For workmen—S/Sri T. K. Das, Advocate, and Raj Ballabh Prasad.

INDUSTRY: Coal Mine.

DISTRICT: Dhanbad.

AWARD

By Notification No. 2/100/64-LRII dated 13th October 1964, the Ministry of Labour & Employment, Government of India, referred the following matter of dispute as stated in the schedule to the order of reference, to the Central Govt. Industrial Tribunal, Dhanbad from where it was transferred to this Tribunal by Notification No. 8/25/67-LRII, dated April 25, 1967:

Matter of Dispute

Whether the dismissal of Saryshri Karu Mahato (Surface Trammer) and Gama Mahato (Fitter Helper), by the management of the Kusunda and Nayadee Collieries of Messrs. Kusunda and Nayadee Collieries (P) Ltd., Post Office Kusunda (District Dhanbad), with effect from the 30th July, 1964, was justified? If not, to what relief are the workmen entitled?

Parties filed their pleadings before the Dhanbad Tribunal. On transfer of this case to this Tribunal, preliminary hearing was rendered on 21st July 1967 when certain issues were framed which need not be reproduced as when the hearing commenced on this date and after some oral evidence was recorded good sense prevailed and the parties compromised the dispute, terms of which are reproduced in the annexure to this award. The dispute relates to the non-employment of two workmen who were dismissed on a charge of unauthorised occupation of company's quarter. The workmen have agreed to vacate the quarter within one month and the management has agreed to reinstate them with continuity of service but without back wages. The dispute is thus satisfactorily resolved and an award is recorded in terms thereof.

(Sd) G. C. AGARWALA,
Presiding Officer.
22-3-1968.

ANNEXURES

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR, AT DHANBAD
117 OF 1964

REFERENCE NO. 54 OF 1967

PARTIES:

Employers in relation to the Kusunda & Nyadee Colliery.

AND

Their workmen.

Memorandum of Settlement

The parties to the dispute beg to state that they have settled their dispute amicably between themselves on terms hereinafter stated:—

1. That the two concerned workmen Sarvashri Karu Mahato and Gama Mahato shall vacate the quarters in question which are at present under their occupation and hand over vacant possession of the same to the Manager of the colliery within a month from this date.
2. That the management shall, on the said workmen vacating the said quarters, reinstate them in their former jobs but without any wages or other emoluments for the back period from the date of their dismissal to the date on which they will resume their duties as aforesaid.
3. That the management shall maintain the continuity of their service in the colliery and will treat the intervening period between their dismissal and resumption of work as leave without pay.
4. That the workmen and their Union, the Khan Mazdoor Congress, have no other claim against the management.
5. That as a gesture of goodwill the management further agrees to pay the sum of Rs. 100/- (Rupees one hundred only) to the representative of the workmen
6. That the parties pray that the Tribunal may be pleased to dispose of the reference and to give its award in terms aforesaid.

(Sd.) RAJ BALLABH PRASAD,
Secretary,
22-3-68

(Sd.) D. NARSINGH,
Advocate.
22-3-68

Khan Mazdoor Congress.

(Sd.) T. K. DAS,
Advocate.
22.3.68
For the Workmen

(Sd.) Y. G. SHRIKHANDE,
Manager.
23.3.68
For the Employers

Dated 22nd March, 1968

Part of Award

(Sd.) G. C. AGARWALA,
Presiding Officer,
Industrial Tribunal-cum-Labour Court,
(Central), Jabalpur.
[No. 2/100/84-LRII]

S.O. 1406.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Madhuband Colliery of Messrs Karamchand Thapar and Brothers (Private) Limited, Central Office, Bhowra (Dhanbad) and their workmen, which was received by the Central Government on the 5th April, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR
CAMP AT DHANBAD
Dated March 22, 1968

PRESENT:

Sri G. C. Agarwala—Presiding Officer.

CASE REF. NO. CGIT/LC(R)(66)/1967 (JABALPUR TRIBUNAL)

CASE REFERENCE NO. 132 OF 1964 (DHANBAD TRIBUNAL)

PARTIES:

Employers in relation to—Madhuband Colliery of M/s. Karamchand Thapar and Brothers (Private) Limited, Central Office, Bhowra, P.O. Bhowra (Dhanbad).

Vs.

Their workmen represented through The General Secretary, Hindustan Khan Mazdoor Sangh, H.O. Murulidih, P.O. Mohuda, District Dhanbad.

APPEARANCES:

For Employers.—Sri K. C. Nandkeolyar, Dy. Chief Personnel Officer.

For Workmen.—Sri S. V. Acharior, General Secretary, Hindustan Khan Mazdoor Sangh.

INDUSTRY: Coal Mine.

DISTRICT: Dhanbad (Bihar).

AWARD

By Notification No 2/97/64-LRII dated 27th November 1964, the Ministry of Labour and Employment, Government of India, referred the following matter of dispute as stated in the schedule to the Central Govt. Industrial Tribunal, Dhanbad from where it was transferred to this Tribunal by Govt. Notification No. 8/25/67-LRII, dated 25th April, 1967:—

Matter of Dispute

(1) Whether the action of the management of Madhuband Colliery in retrenching the following workmen from dates mentioned against their respective names, was justified?

| Name | Date of retrenchment |
|---------------------|----------------------|
| (1) Chutar Mahato | 8-4-1964 |
| (2) Chutu Mehera | 8-4-1964 |
| (3) Bhakru Mehera | 8-4-1964 |
| (4) Kitia Mehera | 8-4-1964 |
| (5) Fagua Mehera | 8-4-1964 |
| (6) Bisnucharan | 8-4-1964 |
| (7) Jagadish Mahato | 16-5-1964 |
| (8) Hiraman Chamar | 16-5-1964 |
| (9) Seomani | 16-5-1964 |
| (10) Hari Mahato | 16-5-1964 |
| (11) Nima Mahato | 16-5-1964 |
| (12) Prem Mahato | 16-5-1964 |

(2) If not, to what relief are the workmen entitled?

No statement of claim was filed by the parties before the Dhanbad Tribunal and none was filed before this Tribunal also. Parties, however, had been taking time after time to compromise the dispute and ultimately have done so verifying the same before me today by filing a compromise petition, terms of which are reproduced in the annexure.

As the terms of reference will show the dispute relates to retrenchment of 12 workmen. By agreement between the parties it has been agreed that six of them mentioned in paragraph 1 of the petition would be taken back and for others the Union has not pressed the dispute. This is a fair and just settlement of the dispute and an award is recorded in terms thereof.

(Sd.) G. C. AGARWALA,
Presiding Officer.
22-3-1968.

Industrial Tribunal-cum-Labour Court,
(Central), Jabalpur.

BEFORE THE PRESIDING OFFICER,
 CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, JABALPUR CAMP,
 DHANBAD

IN THE MATTER OF REFERENCE NO. 66 OF 1967

Employers in Relation to Madhuband Colliery, P.O. Nudkhurkee, Dist. Dhanbad
 Vs.

Their workmen represented by Hindustan Khan Mazdoor Sangh.

Joint petition on behalf of the Parties respectfully sheweth:—

1. That the above mentioned reference is fixed for hearing today the 22nd March, 1968.
2. That without prejudice to the respective stands the parties have resolved the matter amicably on the following—

Grounds:

(a) That the management agreed to provide—

S/Sri Chutar Mahto,
 S/Sri Chutu Mehera,
 S/Sri Bhakru Mehra,
 S/Sri Kitis Mehera,
 S/Sri Fagua Mehera, and
 S/Sri Bisnu Charan Mahto.

with work in their respective categories after two months from to-day.

(b) That it is agreed that the workmen whose names have been given in Sub-Clause (a) above shall report for work to the Manager, Madhuband Colliery within one month from 21st May 1968 and in case any or none of the said workmen reports within this stipulated period, the management shall have no further liability to employ him or them, as the case may be. Those who so join the period of their unemployment shall be treated as leave without pay.

(c) That the union agrees to intimate the workmen whose names are mentioned in sub-clause (a).

(d) That in respect of others who cannot be provided with work, the union agrees not to press for them as it is satisfied that there is no work for them on which they can be employed in the foreseeable future and agrees to their retrenchment.

3. That the above terms may please be held as fair and reasonable.

4. That an award based on the compromise may kindly be given.

5. That the parties agree to bear their own costs.

It is, therefore, prayed that Your Honour shall be graciously pleased to accept the terms of compromise as fair and reasonable and give the award accordingly.

And for this your petitioners shall, as in duty bound, ever pray.

For Workmen

(Sd.) S. V. ACHARIOR,
 General Secretary,
 Hindustan Khan Mazdoor Sangh.
 Dated: The 22nd March, 1968.

For Employers

(Sd.) K. C. NANDKEOLYAR,
 Dy. Chief Personnel Officer,
 M/s. K. C. Thapar & Bros. (P) Ltd.

Part of Award.

Sd./- G. C. AGARWALA,
 Presiding Officer,
 Industrial Tribunal-Cum-Labour Court,
 (Central) Jabalpur.
 [No. 2/97/64-LRIL.]

S.O. 1407.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Khas Mehtadih Colliery, (Post Office Katrasgarh, District Dhanbad), and their workmen, which was received by the Central Government on the 6th April, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR
CAMP AT DHANBAD
Dated March 19, 1968

PRESENT:

Sri G. C. Agarwala—Presiding Officer.

CASE REF. NO. CGIT/LC(R)(46)/1967 (JABALPUR TRIBUNAL)

CASE REF. NO. 100 OF 1964 (DHANBAD TRIBUNAL)

PARTIES:

Employers in relation to Khas Mehtadih Colliery, (P.O. Katrasgarh, District Dhanbad).

Vs.

Their workmen represented through the Colliery Mazdoor Sangh, Dhanbad

APPEARANCES:

For employers—Sri D. Narsingh, Advocate.

For workmen—Sri S. Das Gupta, Secretary, Colliery Mazdoor Sangh, Dhanbad.

INDUSTRY: Coal Mine.

DISTRICT: Dhanbad (Bihar).

AWARD

The Ministry of Labour & Employment, Government of India referred the following matter of dispute as stated in the schedule to the order of reference, to the Central Government Industrial Tribunal, Dhanbad for adjudication by Notification No. 2/77/64-LR.II dated 12th August 1964. It was subsequently transferred to this Tribunal *vide* Notification No. 8/25/67-LR II, dated 25th April, 1967:—

Matter of dispute

(1) Whether the dismissal of Sbri Babulal Chamar, Miner of No. 7 Seam, Khas Mehtadih Colliery, by the management of the said colliery with effect from the 23rd May, 1964 is a case of victimisation?

(2) If so, to what relief is the workman entitled?

Parties filed their statement of claim before the Dhanbad Tribunal. After transfer of the case to this Tribunal the Union raised an objection about the validity of the transfer order which was disposed of and the objection was overruled by an order dated 6-8-67. The parties took adjournments on various dates and ultimately intimated that they were negotiating for a compromise. They have, however, compromised the dispute and have filed a compromise petition, terms of which are reproduced in the annexure to this award. As the order of reference would show the dispute relates to the termination of service of a single workman, Sri Baboolal Chamar. By the compromise settlement, the dispute has been resolved on payment of Rs. 350/- to the workman concerned besides Rs. 100/- to the Union in full and final settlement of his claim. The dispute is, therefore, satisfactorily resolved and an award is recorded in terms of compromise settlement

(Sd.) G. C. AGARWALA,
Presiding Officer.

19-3-1968

ANNEXURE

BEFORE THE PRESIDING OFFICER
 CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT.
 JABALPUR, AT DHANBAD.
 REFERENCE NO. 46 OF 1967.

PARTIES:

Management of Khas Mehtadih Colliery,
 AND
 Its workmen.

Memorandum of Settlement

The parties aforesaid beg to submit that they have settled the dispute involved in the present reference by a mutual settlement on the following terms:—

- (i) The management shall pay, and the workman concerned shall accept, in full and final settlement of his claim against the management as arising out of the present reference and also in full and final settlement of his claim against the management in respect of (a) wages for unavailled leave; (b) one way train fare from the colliery to his permanent address; and (c) profit sharing bonus under the Payment of Bonus Act, 1965, the sum of Rs. 350/- (Rupees three hundred and fifty only).
- (ii) The workman concerned has no other claim against the management either arising out of the present reference or in respect of his services before his dismissal.
- (iii) Besides the aforesaid amount, the management shall also pay to the Colliery Mazdoor Sangh, representing the workman, the sum of Rs. 100/- (Rupees one hundred only) as costs.
- (iv) The aforesaid amounts shall be paid within a week from the date of this settlement.

2. It is prayed that the Tribunal may be pleased to accept the aforesaid settlement and give its award in terms thereof.

(Sd.) S. DASGUPTA,
 Secretary,
 Colliery Mazdoor Sangh
 For the Workmen

(Sd.) D. NARSINGH,
 Advocate
 (Sd.) Illegible
 Partner
 For the Management.

19th March, 1968.

Part of Award

(Sd.) G. C. AGARWALA,
 Presiding Officer,
 Industrial Tribunal-Cum-Labour Court.
 (Central) Jabalpur.

[No. 2/77/64-LRH.]

S.O. 1408.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Khas Mehtadih Colliery of Khas Mehtadih Colliery Company, Post Office Katrasgarh District Dhanbad and their workmen, which was received by the Central Government on the 6th April, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR
CAMP AT DHANBAD
Dated March 19, 1968

PRESENT:

Sri G. C. Agarwala—Presiding Officer.

CASE REF. NO. CGIT/LC(R) (103)/1967 (JABALPUR TRIBUNAL)

CASE REF. NO. 84 OF 1964 (DHANBAD TRIBUNAL)

PARTIES:

Employers in relation to Khas Mehtadih Colliery of Khas Mehtadih Colliery Company, P.O. Katrasgarh, District Dhanbad.

Vs.

Their Workmen represented through The Secretary, Colliery Mazdoor Sangh.

APPEARANCES:

For employers—Sri D. Narsingh, Advocate.

For workmen—Sri Dasgupta, Secretary, Colliery Mazdoor Sangh.

AWARD

By Notification No. 1/11/64-LR.II dated 22nd July 1964 the Ministry of Labour & Employment, Government of India, referred the following matter of dispute as stated in the schedule to the order of reference, to the Central Govt. Industrial Tribunal, Dhanbad for adjudication from where it was transferred to this Tribunal *vide* Govt. Notification No. 8/25/67-LRII, dated 25th April, 1967:

Matter of dispute

- (1) Whether the action of the management of the Khas Mehtadih Colliery of Khas Mehtadih Colliery Company, in transferring the miners Sarvashri Raghunath Chamar, Mangal Chamar, Ramdhari Chamar and Dukhanti Chamar from 8th Seam to 5th/6th Seam, is an act of victimisation?
- (2) If so, to what relief are the workmen entitled?

The employers filed their statement of claim before the Dhanbad Tribunal. The Union filed the claim before this Tribunal. After rejoinders were filed certain issues were framed on 6th September 1967 which need not be reproduced as on this date of hearing, the parties have compromised the dispute and have filed a compromise petition which has been duly verified before me and is reproduced as *annexure*.

The root of the dispute appears to have been the order of the management in transferring the workmen concerned from one seam to another. It appears that the management subsequently dismissed these workmen because they disobeyed the order of transfer. These workmen are therefore no more in service. The subject matter of their dismissal, it appears is pending before the Ministry, conciliation having failed and no reference seems to have been made so far. By the terms of settlement, the parties have agreed that the workmen concerned will receive certain payments as stated in paragraph 1 of the memo of settlement which shall be an annexure to this award. It has further been agreed that no dispute about their dismissal shall be raised by the Union. The compromise is a fair and just settlement of the dispute and an award is recorded in terms thereof.

(Sd.) G. C. AGARWALA.
Presiding Officer.

19-3-68

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR, AT DHANBAD

REFERENCE NO. 103 OF 1967.

PARTIES:

Management of Khas Mehtadlih Colliery,

AND

Its Workmen.

Memorandum of Settlement

The parties aforesaid beg to submit that they have settled the dispute involved in the present reference by a mutual settlement on the following terms:—

(i) The management shall pay to each workman herein concerned a lumpsum of money as detailed hereinafter, and the workman shall accept the same, in full and final settlement of his claim against the management arising out of the dispute with the management finally culminating in his dismissal from service:—

- (a) Sri Rathunath Chamar—Rs. 500/- (Rupees five hundred only).
- (b) Sri Ramdhari Chamar—Rs. 450/- (Rupees four hundred and fifty only).
- (c) Sri Sheomangal Chamar—Rs. 480/- (Rupees four hundred and eighty only).
- (d) Sri Chota Dukhanti Chamar—Rs. 375/- (Rupees three hundred and seventy five only).

(ii) The aforesaid amounts shall be inclusive of all the claims of the workmen concerned as arising out of the present reference and also in lieu of their alleged claim for reinstatement in service and all claims in respect of their service in the colliery till the date of other dismissal.

(iii) Besides the above amounts, the management shall pay to the Colliery Mazdoor Sangh the sum of Rs. 100/- (Rupees one hundred only) as costs.

(iv) The workmen concerned and the Colliery Mazdoor Sangh, acting on their behalf, have no further claim against the management either arising out of their transfer which is the subject-matter of the present reference or out of their dismissal consequent upon their refusal to accept the order of transfer.

(v) The said amounts shall be paid within a fortnight from the date of this settlement.

(vi) The workmen concerned, either through the Colliery Mazdoor Sangh, acting on their behalf, or otherwise shall not challenge their dismissal in any proceedings and shall not claim reinstatement in service or any other relief in respect of their dismissal.

(vii) It is further agreed that the Colliery that the Colliery Mazdoor Sangh shall immediately send a copy of this settlement to the Central Government in the Ministry of Labour and Employment with a request that the dispute raised by it in the matter of the dismissal of the workmen herein concerned may be treated as closed in view of this settlement.

(viii) In the event, however, of a reference having already been made by this time in the matter of the dismissal of the four workmen herein concerned, the Colliery Mazdoor Sangh agrees not to contest the matter before the Tribunal concerned and to produce before the said Tribunal a copy of this settlement and the award which this Tribunal may be pleased to give in terms of this settlement and pray before the said Tribunal that the matter may be disposed of in terms of this settlement.

2. It is prayed that the Tribunal may be pleased to accept the aforesaid settlement and give its award in terms thereof.

(Sd.) S. DASGUPTA
Secretary,

(Sd.) D. NARSINGH,
Advocate
(Sd) Illegible
Partner.

Colliery Mazdoor Sangh,
For the Workmen

For the Management.

The 19th March, 1968.
Part of Award.

(Sd.) G. C. AGARWALA,
Presiding Officer,
Industrial Tribunal-cum-Labour Court,
(Central) Jabalpur
[No. 1/11/64-LRII.]

S.O. 1409.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Salanpur Colliery, Post Office Katrasgarh, District Dhanbad (Sarvasri Hiranmaya Barat and Manickchandra Barat, Managing Contractors) and their workmen, which was received by the Central Government on the 6th April, 1968.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
JABALPUR**
CAMP AT DHANBAD
Dated March. 19, 1967.

Present:

Sri G. C. Agarwala—Presiding Officer.

Case Ref. No. CGIT/LC(R)(41)/1967 (Jabalpur Tribunal)

Case Reference No. 88 of 1964 (Dhanbad Tribunal)

Parties:

Employers in relation to Salanpur Colliery, P.O. Katrasgarh, District Dhanbad (Sarvashri Hiranmaya Barat and Manickchandra Barat, Managing Contractors)

Vs.

Their Workmen, represented through the General Secretary, Bihar Koyal Mazdoor Sabha, Dhanbad.

APPEARANCES:

For employers—Sri Hiranmay Barat.

For workmen—Sri Lalit Burman for the Union.

INDUSTRY: Coal Mine

DISTRICT: Dhanbad

AWARD

By Notification No. 1/18/64-LRII-II, dated 1st August 1964 the Ministry of Labour and Employment, Government of India, referred the following matter of dispute, as stated in the schedule to the order of reference, to the Central Government Industrial Tribunal, Dhanbad, for adjudication and where from it was transferred to this Tribunal by Notification No. 8/25/67-LR-II, dated 25th April, 1967:—

Matter of Dispute

(1) Whether the management of the Salanpur Colliery was justified in dismissing from service the following eleven workmen?

1. Bivisan Mahato, Trammer.
2. Puran Mahato, Hazri Mazdoor.
3. Bhusan Mahato, Trammer.

4. Dayal Mahato, Hazri Mazdoor.
5. Katti Singh, Hazri Mazdoor.
6. Mahadeo Singh, Hazri Mazdoor.
7. Sanichar Bhulia, Trammer.
8. Kashi Bowri, Trammer.
9. Ramdhani Kumbhar, Hazri Mazdoor.
10. Haru Mallik, Hazri Mazdoor.
11. Netai Mahato, Trammer.

(2) If not, to what relief are the workmen entitled?

2. The employers filed their statement of claim before the Dhanbad Tribunal. Union filed statement of claim before this Tribunal and after rejoinders were filed certain issues were struck in the case on 19th February 1968. On this date of hearing, the parties have however filed a compromise petition which has been duly verified before me. The case of the Union was that the workmen were employed either in Lakurka Khas Colliery or Salanpur Colliery in the bottom seam but the management locked them out and offered alternative employment, as miners reducing their wages and ultimately refused to give employment with effect from 1st April 1964. The management on the other hand contended that the workers themselves did not turn up and they were issued charge-sheets for continued absence. They were ultimately dismissed after the enquiry on 17th June, 1964. The employers further intimated that they were contractors and their contract has come to an end on 30th June, 1964. The terms of settlement which is annexure to this award will show that all the workmen concerned are being given employment and some of them are going to get monetary benefit also. The compromise as a whole is a fair and just settlement of the dispute and an award is recorded in terms thereof.

(Sd.) G. C. AGARWALA,
Presiding Officer.
19-3-1968.

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR AT DHANBAD

REFERENCE NO. CGIT/LC(R)(41)/67

DHANBAD REFERENCE NO. 88 OF 1964

BETWEEN

Employers in relation to Salanpur Colliery P.O. Katrasgarh, Dist. Dhanbad
(Sarvasree Hiranmoy Barat & Manick Chandra Barat, ex-managing Contractors)

AND

Their workmen, represented by Bihar Koyla Mazdoor Sabha, Dhanbad.

The humble petition on behalf of the parties abovenamed most respectfully beg to submit that the parties have mutually settled the dispute on the following terms:—

Terms of Settlement

(1) That Ramdhani Kumbhar (Serial No. 9) has died during the pendency of the present reference after taking his final payments from the management and therefore, there is no dispute relating to him.

(2) That Sarvasree Hiranmoy Barat & Manick Chandra Barat, the ex-managing contractors of Salanpur Colliery have already provided the following workmen with employment at their Lakurka Khas Colliery and they are continuing in employment:—

| | |
|-------------------------|-----------------|
| (a) Sri Bivisan Mahato | (serial No. 1). |
| (b) Sri Puran Mahato | (serial No. 2). |
| (c) Sri Bhusan Mahato | (serial No. 3). |
| (d) Sri Sanichar Bhulia | (serial No. 7). |

(3) That the aforesaid Hiranmoy Barat and Manick Chandra Barat, ex-managing contractors of Salanpur Colliery hereby agree to give employment to

the following workmen at their Lakurka Khas Colliery, latest by the 10th May 1968, provided they offer themselves for the employment:—

| | |
|-----------------------|------------------|
| (a) Sri Dayal Mahato | (serial No. 4). |
| (b) Sri Katti Singh | (serial No. 5). |
| (c) Sri Mahadeo Singh | (serial No. 6). |
| (d) Sri Kashi Bouri | (serial No. 8). |
| (e) Sri Haru Mallik | (serial No. 10). |
| (f) Sri Nitai Mahato | (serial No. 11). |

(4) That all the workmen excepting (a) Sri Dayal Mahato Sl. No. 4, (b) Sri Katti Singh, Sl. No. 5, (c) Sri Mahadeo Singh, Sl. No. 6, (d) Sri Haru Mallik, Sl. No. 10, have already accepted payment of their dues in full and final settlement of their claim from the management and as such they have no further claim in the instant reference.

(5) That the four workmen namely (a) Dayal Mahato, Sl. No. 4, (b) Katti Singh, Sl. No. 5, (c) Mahadeo Singh, Sl. No. 6, and (d) Haru Mallik, Sl. No. 10 shall be paid a sum of Rs. 125 (rupees one hundred twenty five) only each as payment of their dues in full and final settlement of their claims from the management in the instant reference. The said payment will be made to the workmen within 15 days from date.

(6) That the parties shall bear their respective costs of these proceedings.

(7) The parties pray that the Tribunal may be pleased to accept these settlement and pass an award in terms thereof.

(Sd.) **LALIT BURMAN**,
19.3.1968.
General Secretary,
Bihar Koyla Mazdoor
Sabha, Dhanbad.

(Sd.) **HIRANMAY BARAT**,
19.3.1968.
MANICK CHANDRA BARAT,
19.3.1968.
Ex-managing contractors of Salanpur Colliery.

For the Workmen.

For the Employers.
Dated the 19th March, 1968.
Part of Award
(Sd.) **G. C. AGARWALA**,
Presiding Officer,
Industrial Tribunal-Cum-Labour Court,
(Central) Jabalpur.

[No. 1/18/64-LRII-II.]

S.O. 1410.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Lakurka Khas Colliery of Messrs Barat's Debuttar Estate, Lakurka Khas Colliery, Post Office Katrasgarh, District Dhanbad and their workmen, which was received by the Central Government on the 6th April, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR
CAMP AT DHANBAD

Dated March 19, 1968.

PRESENT:

Shri G. C. Agarwala—Presiding Officer.

CASE REF. NO. CGIT/LC(R)(40) OF 1967 (JABALPUR TRIBUNAL)
CASE REFERENCE NO. 87 OF 1964 (DHANBAD TRIBUNAL)

PARTIES:

Employers in relation to Lakurka Khas Colliery of M/s. Barat's Debuttar Estate, Lakurka Khas Colliery, P.O. Katrasgarh, District Dhanbad.

Vs.

Their Workmen represented through the General Secretary Bihar Koyla Mazdoor Sabha, Dhanbad.

APPEARANCES.

For employers.—Hiranmay Barat & Manick Chandra Barat, Shebaits, Barat's Debuttar Estate Lakurka Khas Colliery.

For workmen.—Sri Lalit Burman, General Secretary, Bihar Koyla Mazdoor Sabha, Dhanbad.

AWARD

By Notification No. 1/18/64-LR.II-I, dated 1st August 1964 the Ministry of Labour and Employment, Government of India, referred the following matter of dispute, as stated in the schedule to the order of reference, to the Central Government Industrial Tribunal, Dhanbad for adjudication, from where it was transferred to this Tribunal by Notification No. 8/25/67-LRII, dated 25th April, 1967:

Matter of Dispute

(1) Whether the management of Lakurka Khas Colliery of Messrs Barat's Debuttar Estate was justified in locking out the following twenty workmen with effect from the 20th April 1964:—

1. Sri Dayal Mahato, Hazri Mazdoor.
2. Dhanu Rajwar, Miner.
3. Kali Bouri, Hazri Mazdoor.
4. Harit Mallik, Hazri Mazdoor.
5. Sanichar Bhulia, Trammer.
6. Nitai Mahato, Trammer.
7. Gour Mahato, Hazri Mazdoor.
8. Puran Mahato, Hazri Mazdoor.
9. Ramdhani Kumbhar, Hazri Mazdoor.
10. Bhusan Mahato, Trammer.
11. Kartic Rai, Fitter Mazdoor.
12. Baijnath Bouri, Trammer.
13. Bivisan Mahato, Trammer.
14. Katti Singh, Hazri Mazdoor.
15. Mahadeo Singh, Hazri Mazdoor.
16. Kashi Bouri, Trammer.
17. Sri Gonouri Bhula, Trammer.
18. Bhaghu Bouri, Hazri Mazdoor.
19. Chantu Bhula, Trammer.
20. Kishan Mahato, Trammer.

(2) If not, to what relief are the workmen entitled?

The employers filed statement of claim before the Dhanbad Tribunal. The Union filed statement of claim before this Tribunal. After rejoinders were filed certain issues were framed on 22nd July 1967 which need not be reproduced as the parties have now compromised the dispute and filed a petition embodying the terms of settlement which are reproduced in the annexure. As the terms of reference would show the dispute is regarding non-employment of the concerned workmen. The compromise would reveal that almost all the workmen have been assured employment and some have derived monetary benefit. The dispute is thus satisfactorily resolved. The compromise settlement is accepted being a fair and just settlement of the dispute and an award is recorded in terms thereof.

(Sd.) G. C. AGARWALA,

Presiding Officer.

19-3-1968.

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR AT DHANBAD

REFERENCE NO. CGIT/LC(R)(40)/67

DHANBAD REFERENCE NO. 87 OF 1964
BETWEEN

Employers in relation to Lakurka Khas Colliery of M/s. Barat's Debuttar Estate, Lakurka Khas Colliery, P.O. Katrasgarh, Distt. Dhanbad.

AND

Their workmen, represented by Bihar Koyla Mazdoor Sabha, Dhanbad.

The humble petition on behalf of the parties abovenamed most respectfully beg to submit that the parties have mutually settled the dispute on the following terms:—

Terms of Settlement

(1) That Ramdhani Kumbhar (serial No. 9) has died during the pendency of the present reference after taking his final payments from the management and therefore, there is no dispute relating to him.

(2) That the management has already provided the following workmen with employment at their Lakurka Khas Colliery and they are continuing in employment:—

| | |
|------------------------|------------------|
| (a) Sri Dhanu Rajwar | (serial No. 2). |
| (b) Sri Kali Bouri | (serial No. 3). |
| (c) Sri Sanichar Bhuia | (serial No. 5). |
| (d) Sri Gour Mahato | (serial No. 7). |
| (e) Sri Puran Mahato | (serial No. 8). |
| (f) Sri Bhusan Mahato | (serial No. 10). |
| (g) Sri Baijnath Bouri | (serial No. 12). |
| (h) Sri Bivisan Mahato | (serial No. 13). |
| (i) Sri Kishan Mahato | (serial No. 20). |

(3) That the management hereby agrees to give employment to the following workmen at their Lakurka Khas Colliery, latest by the 10th May 1968, provided they offer themselves for employment:—

| | |
|-----------------------|------------------|
| (a) Sri Nitai Mahato | (serial No. 6). |
| (b) Sri Kartik Rai | (serial No. 11). |
| (c) Sri Kashi Bouri | (serial No. 16). |
| (d) Sri Gonouri Bhuia | (serial No. 17). |
| (e) Sri Bhaglu Bouri | (serial No. 18). |
| (f) Sri Chamtu Bhuia | (serial No. 19). |
| (g) Sri Dayal Mahato | (serial No. 1). |
| (h) Sri Katti Singh | (serial No. 14). |
| (i) Sri Mahadeo Singh | (serial No. 15). |
| (j) Sri Haru Mallik | (serial No. 4). |

(4) That all the workmen excepting (a) Dayal Mahato serial No. 1, (b) Katti Singh, serial No. 14, (c) Mahadeo Singh, serial No. 15, and (d) Haru Mallik, serial No. 4 have already accepted payment of their dues in full and final settlement of their claim from the management and as such they have no further claim in the instant reference.

(5) The four workmen namely, Dayal Mahato, Sl. No. 1, Haru Mallik, Sl. No. 4, Katti Singh, Sl. No. 14, and Mahadeo Singh, Sl. No. 15 shall be paid a sum of Rs. 125 (rupees one hundred twentyfive) only each a payment of their dues in full and final settlement of their claims from the management in the instant reference. The said payment will be made to the workmen within 15 days from date.

(6) The parties shall bear their respective costs of these proceedings.

(7) The parties pray that the Tribunal may be pleased to accept this settlement and pass an award in terms thereof.

(Sd.) HIRANMAY BARAT,

19.3.1968.

(Sd.) MANICK CHANDRA BARAT,

19.3.1968.

(Sd.) LALIT BURMAN,
19.3.1968.

General Secretary,
Bihar Koyal Mazdoor
Sabha, Dhanbad.

For the Workmen.

Dated the 19th March 1968

Part of Award

Barat's Debuttar Estate
Lakurka Khas Colliery.
FOR THE EMPLOYERS.

(Sd.) G. C. AGARWALA,
Presiding Officer,

Industrial Tribunal-Cum-Labour Court,
(Central) Jabalpur.

[No. 1/18/64-LRII-I.]

ORDERS

New Delhi, the 5th April 1968

S.O. 1411.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Newton Chickli Colliery, Post Office Parasia, District Chhindwara (Madhya Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Newton Chickli Collieries (Private) Company Limited, Post Office Parasia, District Chhindwara (Madhya Pradesh) in terminating the term of apprenticeship and the services of Shri Narendra Nath Sharma, Mining Apprentice, was justified? If not, to what relief is the workman entitled?

[No. 3/12/68-LRII.]

S.O. 1412.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Shaw Wallace and Company Limited, Post Office Parasia, District Chhindwara (Madhya Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of Messrs Shaw Wallace and Company Limited, Post Office Parasia, District Chhindwara (Madhya Pradesh) in changing the office timings for the workers of their Central Main Stores named below with effect from the 1st June, 1967, vide Order dated the 23rd May, 1967, was justified?

1. Shri S. S. Killedar.
2. Shri M. M. Garg.
3. Shri S. K. Neyogi.
4. Shri L. G. Kshirsagar.
5. Shri H. R. Shrivastava.
6. Shri Ghansiram.
7. Shri B. R. Chakraborty.
8. Shri S. P. Shrivastava.
9. Shri Beni Prasad.
10. Shri Hari Shankar.
11. Shri Anna Rao.
12. Shri Matroo.

If not, to what relief are the workmen entitled?

[No. 5/87/67-LRII.]

S.O. 1413.—Whereas an industrial dispute exists between the West Gopalichuck Colliery of Messrs Central Kirkend Coal Company Limited, Post Office Kusunda, District Dhanbad (hereinafter referred to as the said company) and their workmen represented by the Bihar Koyal Mazdoor Sabha, Post Office and District Dhanbad (hereinafter referred to as the Union);

And whereas the said Company and the Union have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to the arbitration of the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the said agreement, which was received by it on the 1st April, 1968.

(Arbitration Agreement)

FORM 'C'

(See Rule 7)

(under Section 10A of the Industrial Disputes Act, 1947.)

Name of the parties:—

Representing Employers.—Shri G. C. Mukherjee, Manager, West Gopalichuck Colliery of Messrs Central Kirkend Coal Company Limited, Post Office Kusunda, District Dhanbad.

Representing Workmen.—Shri Lalit Burman, Secretary, Bihar Koyal Mazdoor Sabha, Post Office and District Dhanbad.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri K. Sharan, Regional Labour Commissioner (Central), Asansol.

(i) Specific matters in dispute:—

Whether the management of West Gopalichuck Colliery of Messrs Central Kirkend Coal Company Limited, Post Office Kusunda, District Dhanbad was justified in dismissing from service Shri Nageshwar Singh, Guard with effect from 13th December, 1966? If not, to what relief is the workman concerned entitled?

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved:—

(iii) Name of the union, if any representing the workmen in question:—

(iv) Total number of workmen employed in the undertaking affected:—

(v) Estimated number of workmen affected or likely to be affected by the dispute:—

Employer in relation to West Gopalchuck Colliery of Messrs Central Kirkend Coal Company Limited, Post Office Kusunda, District Dhanbad and its workmen.

Bihar Koyal Mazdoor Sabha C/o Indian Mine Workers' Federation, Post Office and District Dhanbad.

450.

1 (one).

We further agree that the decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within a period of 3 (three) months or within such further time as it extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signature of the parties:

Representing Employer,
for and on behalf of
M/s. Central Kirkend Coal Co. Ltd.
Sd./- G. C. MUKHERJEE,

Witnesses:—

Manager.

Representing Workmen.

Sd./- LALIT BURMAN,

29-3-1968.

1 Sd./- Illegible.

29-3-1968.

2 Sd./- Illegible.

29-3-1968.

Secy. Bihar Koyal Mazdoor Sabha,
P. O. Dhanbad, Distt., Dhanbad.

[No. 2/52/67-LRII.]

New Delhi, the 6th April 1968

S.O. 1414.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Samla Dalurband Colliery, Post Office Pandaveshwar, District Burdwan, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication:

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Samla Dalurband Colliery, Post Office Pandaveshwar, District Burdwan was justified in stopping Shri Dharmadas Ghosh, Mining Sirdar from work with effect from the 23rd December, 1966? If not, to what relief is the workman entitled?

[No. 6/25/68-LRII.]

S.O. 1415.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Sripur Collieries, Post Office Kalipahari, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of the Sripur Collieries, Post Office Kalipahari of Lodna Colliery Company (1920) Limited, in refusing to designate the undermentioned 33 daily rated Basket Counters as Pit Munshis and in not placing them in Grade III, is justified?

1. Shri Salig Ram Singh.
2. Shri Shew Shankar Singh.
3. Shri Hari Sharan Sukul.
4. Shri Bateshwar Dayal Pandit.
5. Shri Tej Bahadur Singh.
6. Shri Rang Bahadur Singh.
7. Shri Ram Bahadur Singh.
8. Shri Dal Bahadur Singh.
9. Shri Samser Singh.
10. Shri Ram Narain Singh.
11. Shri Babal Singh.
12. Shri Surj Narain Singh..
13. Shri Uma Shankar Sharma.
14. Shri Sukhapal Singh.
15. Shri Ram Naresh Singh.
16. Shri Ran Ber Singh.
17. Shri Lachman Saw.
18. Shri Jagar Nath Tari.
19. Shri Raja Ram Kar.
20. Shri Biswanath Pande.
21. Shri Bharti Ojha.
22. Shri Jagendra Ojha.
23. Shri Hanuman Ojha.
24. Shri Ram Darsh Ojha.
25. Shri Asthobhuja.
26. Shri Laxami Singh.
27. Shri Sarda Singh.
28. Shri Ram Lal Singh.
29. Shri Bhagan Prasad.
30. Shri Jagan Prasad.
31. Shri Madha Panre.
32. Shri Nand Lal.
33. Shri Ram Brach Yadav.

If not, to what relief are the concerned workmen entitled?

[No. 6/21/68-LR.II.]

New Delhi, the 8th April 1968

S.O. 1416.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the New Jemehari Khas Colliery of Messrs New Jemehari Khas Colliery (Private) Limited, Post Office J. K. Nagar, District Burdwan, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

(1) Whether the management of New Jemehari Khas Colliery (Private) Limited, 23, Mukhram Kanuria Road, Howrah, is justified in not paying variable dearness allowance at the rate of Rs. 1.11p per day per workman from the 15th August, 1967 to the workmen employed in their New Jemehari Khas Colliery, Post Office J. K. Nagar (Burdwan)? If not, to what relief are these workmen entitled?

(2) Whether the management of New Jemehari Khas Colliery (Private) Limited, 23 Mukhram Kanuria Road, Howrah, is justified in stopping the following workmen of the New Jemehari Khas Colliery, Post Office J. K. Nagar (Burdwan) from work from the dates shown against each:—

1. Shri Rajdeo Rajbhor—25th December, 1967.
2. Shri Nabab Singh—25th December, 1967.
3. Shri Bidyadhar—24th January, 1968.
4. Shri Sudarshan Rajbhar—24th January, 1968.
5. Shri Kokil Ram—24th January, 1968.
6. Shri Ghuri Rajbhor—24th January, 1968.
7. Shri Triloki Kewat—24th January, 1968.
8. Shri Jhinguri Rajbhar—24th January, 1968.
9. Shri Rangalal Shaw—24th January, 1968.
10. Shri Ramjash—24th January, 1968.
11. Shri Babulal—24th January, 1968.
12. Shri Shew Narain—24th January, 1968.
13. Shri Nizam Khan—24th January, 1968.
14. Shri Kedar Rajbhar—24th January, 1968.
15. Shri Ch. Sudama Rajbhar—19th January, 1968.

If not, to what relief are the abovementioned workmen entitled?

[No. 6/19/68-LRII.]

S.O. 1417.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the 7 and 8 Pits Jamuria Colliery of Messrs Equitable Coal Company Limited, Post Office Disergarh, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of 7 and 8 Pits Jamuria Colliery was justified in dismissing from service Shri Janardan, Stone Dusting and Watering Mazdoor, with effect from the 22nd December, 1967?

If not, to what relief is he entitled?

[No. 6/24/68-LRII.]

BALWANT SINGH, Under Secy.

(Department of Labour and Employment)

New Delhi, the 10th April 1968

S.O. 1418.—Whereas the Central Government is satisfied that public interest requires that 'service in the uranium industry' should be declared to be a public utility service for the purposes of the Industrial Disputes Act, 1947;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said service to be a public utility service for the purposes of the said Act for a period of six months from the date of publication of this notification.

[No. F. 1/19/68-LRI-II.]

S.O. 1419.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Allahabad, in the industrial dispute between the employers in relation to M/s. Central Bank of India, Ltd., and their workmen, which was received by the Central Government on 1st April, 1968.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL), ALLAHABAD

Dated: Camp Kanpur; March 25, 1968

PRESENT:

Sri Mithan Lal—Presiding Officer.

REFERENCE NO. (C) (5) OF 1967

BETWEEN

M/s. Central Bank of India Ltd., Agra

AND

Sri K. D. Kaushik, one of their workmen, through the General Secretary, UP Bank Employees Federation, 35-A, Katchary Road, Lucknow.

APPEARANCES:

On behalf of the Bank—Sri C. L. Chopra, Legal Adviser.

On behalf of the Workman—Sri O. P. Nigam, General Secretary of the aforementioned Federation.

INDUSTRY: Banking

AWARD

The Central Government in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred the following dispute for adjudication to this Tribunal under Notification No. 51/44/67/LRJII, dated New Delhi the 16th September, 1967:—

“Whether the action of the management of the Central Bank of India Ltd., Belanganj, Agra in terminating, with effect from the 1st June, 1967, the services of Shri K. D. Kaushik, Clerk-cum-typist at Etawah Branch of the Bank, was justified? If not, to what relief is the workman entitled?

It is admitted to the parties that Sri K. D. Kaushik was appointed in the Etawah Branch of the Central Bank of India Ltd., as a Clerk-cum-Typist on temporary basis on 20th April, 1966. He continued to work in that capacity till 31st December 1966 by extending his term of appointment from time to time. During the period of eight months and three days' service there was a nominal break of eight days otherwise his service was continuous. He was appointed on probation for six months with effect from 3rd Jan. 1967 and while he was still on such a probation his services were terminated on the 1st June, 1967.

The present dispute has been espoused by the U.P. Bank Employees Federation. It has been alleged that there was a clear vacancy in the Etawah Branch, that having regard to the provisions of para. 20.8 and 20.10 of the Bipartite settlement dated the 19th October 1966 per Ex. W/10, the petitioner should have been appointed permanently with effect from the 3rd January 1967 in view of his past service of more than eight months. It is complained of that the Bank indulged in unfair labour practice and the whole thing was done to victimise the petitioner. The termination of petitioner's services from time to time and ultimately with effect from the 1st June, 1967 were against the principle of natural justice.

The petitioner prays that he be declared a permanent employee of the Bank and the action of the Bank in terminating his service be held as unjustified and illegal.

The case of the Bank, on the other hand, is that Sri Kaushik was appointed in temporary vacancies from time to time because of the absence of permanent members of the staff. He was taken on probation when there was increase in the volume of business and he was allotted one particular seat to look after the work of the Bank. It is denied that there was a clear vacancy earlier than the 3rd January 1967 and so the period of temporary employment before 3rd January should not be taken into account. The Bank is said to have acted within the provision of para. 20.8 of the Bipartite settlement. The reason for termination of the service is said to be unsatisfactory work of Sri Kaushik.

From the pleadings of the parties the following further issue was framed:—

“Whether having regard to the period of temporary service of Sri K. D. Kaushik, the management instead of putting him on six months' probation should have made him permanent with effect from the 3rd January 1967 in view of the provision of para. 20.8 of the Bipartite agreement?”

Findings

Issue No. 1.—The facts of the case are not in dispute except as to whether the appointment of Sri Kaushik was made in a clear vacancy or on account of any other reason. They are further made out by the documents and records. Kaushik's first appointment was made on his application—Ex. E/13-per order Ex. E/11. This appointment was for a period of two months. With a break of two days, he was again appointed from 23rd June to 22nd August for two months, then from 25th August to 24th September, then from 27th September to 26th October and then from 29th October to the 31st December 1966. This is shown by papers Exs. E/4 to E/10 and E/12. The workman has also filed original appointment orders. They are Exs. W/2 to W/5.

Sri Kaushik was appointed on probation with effect from the 3rd January as shown by Ex. E/1 and Ex. E/2 or Ex. W/6. His services were terminated with immediate effect on the 1st June, as shown by Ex. E/3 or Ex. W/7.

The reason for appointment of Sri Kaushik is said to be the existence of clear vacancy on account of permanent increase in the volume of work, while the Bank has said that the appointment was done temporarily in leave vacancies. The stand taken by the Bank is obviously incorrect because the details of leave availed by the staff which has been given by the Bank, per Ex. E/14, do not at all justify the stand taken by the Bank. None of the orders of appointment shows that Sri Kaushik was appointed in any leave vacancy. In fact on the dates of appointments during the year 1966 no employee of the Bank went on long leave. It is true that some of the employees of the Bank took short leaves from April to December but that was at a time when Kaushik was already serving the Bank. To say that Kaushik was appointed in leave vacancies or during the absence of the permanent employee is nothing but untruth.

So far as the oral evidence goes Sri Kaushik has examined himself while Sri Bhagwan Sahai Srivastava, Officer-in-Charge of Etawah Branch has been examined on behalf of the Bank. The statement of Sri Kaushik makes out that he was appointed in a clear vacancy because the strength of the Etawah Branch of the Bank had been raised from five to six. There is no documentary proof of this fact but the statement of Sri Srivastava (E.W. 1) goes to show that Kaushik was appointed to cope with the increased volume of work. He made it further clear in his cross-examination that the increase in work was continuing from April, 1966 and it was due to that increase that Kaushik was put on probation from 3rd January 1967. One fact which is established from the statement of Sri Srivastava is that the appointment of Sri Kaushik in the month of April, 1966 or in subsequent months, was not due to leave vacancies but due to increase in work. It is also clear from this witness's statement that it was due to this increase in the volume of work that led to the appointment of Sri Kaushik on probation in the month of January 1967. When the witness was asked as to with effect from what date the sixth post was sanctioned in the Etawah branch he stated that it was with effect from the 3rd January 1967 but he was not sure of it. He was put a specific question whether it will be correct to say that the sixth post was created from the 1st January 1966 or 1st April, 1966, he stated that he could not give an answer without looking into the relevant records. There cannot, therefore, be two opinions that the appointment of Sri Kaushik was made in April, 1966 and also in subsequent months due to increase in work of permanent nature. Since that increase constituted a basis for the appointment of Sri Kaushik on probation or in other words since the increase of work led the Bank to create a permanent vacancy, it cannot be said that the appointment of Sri Kaushik from time to time

from April, 1966 to December, 1966 was on a work essentially of a temporary nature or was due to any temporary increase of work of permanent nature. It appears to have been due to increase of work of permanent nature.

The question which now arises is whether in view of paragraphs 20.8 and 20.10 of the Bipartite settlement—Ex. W/10—Sri Kaushik should have been confirmed as a permanent workman on 3rd January 1967 when he was appointed on probation, or not.

Para. 20.7 of the Bipartite settlement—Ex. W/10 in supersession of certain provisions of Desai Award defines a temporary employee—

"As a workman who has been appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes a workman other than a permanent workman, who is appointed in a temporary vacancy caused by the absence of a particular permanent workman."

The findings given above will bring the case of Sri Kaushik under para. 20.10, which lays down—

"Any temporary workman (other than a godown-keeper or godown-watchman) who is, on the date of this settlement, in a bank's service, will be treated as a confirmed workman irrespective of his qualifications, if he satisfied the following two conditions:—

- (i) that he does not fall within the definition of "temporary employee" as above; and
- (ii) that he had already worked for a continuous period (ignoring breaks in service not exceeding 15 days at a time) aggregating 240 working days."

The date of the Settlement is the 19th October 1966. Under para 22.3 this settlement came into operation from the 19th November 1966, for the purpose of this case Sri Kaushik was a temporary workman on the date of the settlement. He had put in more than 240 working days, ignoring the breaks of eight days from April, to December when he was appointed on probation on the 3rd January 1967. Since the work for which Sri Kaushik was appointed was considered to be of a permanent nature by appointing him on probation, his case would not fall within the definition of temporary employee and he having worked for a continuous period of more than 240 days till the 3rd January 1967 he should have been treated to be a confirmed workman under para. 20.10. Moreover under para. 20.3 if a temporary workman is eventually selected for filling up a clear vacancy the period of such temporary employment will be taken into account as part of his probationary period. Under the circumstances, both under para. 20.8 and para. 20.10 Sri Kaushik having remained in service for a continuous period of more than eight months, he should have been appointed permanently to fill up the vacancy or in any case the period of temporary employment should have been taken into account as part of the probationary period under para. 20.8. His case is further covered by para. 20.10 and he should have been confirmed and made a permanent workman with effect from the 3rd January 1967 when he was placed on probation.

The action of the Bank in appointing Sri Kaushik on probation on the 3rd January 1967 was in violation of the terms of the Bipartite Settlement—Ex. W/10, particularly para. 20.8 and para. 20.10.

Matter of Dispute.—After appointing Sri Kaushik on six months probation with effect from the 3rd January 1967 (which ought to have been on a permanent basis, as held above) the services of Sri Kaushik were terminated with effect from 1st June, 1967. It has already been held above that Sri Kaushik should have been appointed as a permanent workman, instead on probation, and the action of the Bank in appointing him on probation was contrary to the Bipartite Settlement, both in letter and spirit. The services of Sri Kaushik could not be terminated with effect from the 1st June unless proceedings, as required for terminating the services of a permanent workman, were taken. The act of the Bank in terminating the service of Sri K. D. Kaushik, cannot be held to be justified.

My award is that the management of the Central Bank of India Ltd. was not justified in terminating the service of Sri K. D. Kaushik with effect from the 1st June, 1967. The said workman must be treated to be a permanent workman of the Bank as already held. He shall be deemed to have continued in service with effect from the date of termination of his service and shall be paid all emoluments due to him during this period. If the Bank had desired to terminate the

services of Sri K. D. Kaushik it should have taken the same steps as required for terminating the service of a permanent hand.

The Bank shall pay a sum of Rs. 250 (Rs. Two hundred and fifty) only as costs to the Federation.

Payment under this award shall be made within a period of one month from the date the award becomes enforceable in law.

(Sd.) MITHAN LAL,
Presiding Officer,
Camp Kanpur,
25-3-1968.

[No. 51/44/67-LRIII.]

S.O. 1420.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri G. S. Shamanna, Arbitrator in the dispute between the management of Messrs K. G. Khanna and Sons, Raising Contractors, Ispat Lime Stone Quarry, Babupur, Satna and their workmen represented by Rourkela Project Mazdoor Union, Babupur, Satna which was received by the Central Government on the 22nd March, 1968.

BEFORE SHRI G. S. SHAMANNA, ASSISTANT LABOUR COMMISSIONER (O)
AND ARBITRATOR

In the matter of reference by an Agreement dated the 25th May 1967 under section 10A of the Industrial Disputes Act 1947

BETWEEN

M/s. K G. Khanna & Sons,
Raising Contractors,
Ispat Lime Stone Quarries,
Babupur, Satna (M.P.)

AND

Their workmen represented by the President,
Rourkela Project Mazdoor Union,
Babupur, Satna (M.P.)

AWARD

Dated the 16th March 1968

On the 25th May 1967, the management of M/s. K. G. Khanna & Sons, Raising Contractors, Ispat Lime Stone Quarries, Babupur, Satna (MP) represented by their Partner Shri Khimtilal Khanna and their workmen represented by Shri Badri Singh, President of the Rourkela Project Mazdoor Union, Babupur, Satna (M.P.) executed an agreement under Provisions of Sub-Section (1) of Section 10A of the Industrial Disputes Act 1947 to refer the Industrial Dispute to my arbitration, which agreement was published in the Gazette of India dated 1st July 1967 under Sub-Section (3) of Section 10A of the Industrial Disputes Act 1947 (vide S.O. No. 2218 dated 26th June 1967).

2. The terms of reference are—

- Whether the management of M/s. K. G. Khanna & Sons, Raising Contractors, Ispat Lime Stone Quarry, Babupur, Satna are justified in dismissing the 25 workers, whose names are given in the Annexure, from the service with effect from 3rd May 1967? If not what relief these workmen are entitled to?
- In view of the recommendations of the Wage Board for Dolomite & Lime Stone Industries giving Second Interim Relief to the workers employed in those industries, is there a case for an increase in the present piece-rate wages of the workers employed in the establishment of M/s. K. G. Khanna & Sons at the Ispat Lime Stone Quarry, Babupur, Satna? If so, what should be the rate of such wage?
- Initially, the Award was to be submitted within six weeks from the date of publication of the said agreement by the Government of India in the official Gazette but although the hearing was completed within six weeks from the date of the

publication of the said Agreement, the Award could not be made within the said period because, during the time of hearing, the representative of the workmen persistently requested me to conduct spot inspection and the spot inspections at that time was not possible owing to heavy rains in that area and due to my subsequent transfer from Jabalpur to Hyderabad, immediately after the hearing was over. The spot inspection was also not possible till 3rd February 1968 since the workers employed by the management were on long strike till 16th January 1968. This spot inspection was conducted on 3rd February 1968 and 5th February 1968 and notices were issued to the parties to present themselves at the workspot during the time of my spot inspection. The representative of the workmen was present while the representative of the management was absent. At the time of spot inspection, I enquired Shri Badri Singh, President of Rourkela Project Mazdoor Union, Satna and signatory to the Arbitration Agreement (Workmen's representative) whether they (parties) have selected any other arbitrator in my place as per the agreement since I could not give my award within the stipulated time for the reasons explained above. Shri Badri Singh informed me that they have not selected any other arbitrator in my place and since I have already completed the hearing, there was no need for them to select other arbitrator and requested me to continue as arbitrator and to give the Award as early as possible. Then the spot inspection was conducted on 3rd February 1968 and on 5th February 1968, and throughout the spot inspection, the representative of workmen was present. Shri D. Prasad, Charge-man, Ispat Lime Stone Quarry (Rourkela Project) who was looking after the duties of the Manager was also present at that time on both days.

4. In my letter dated 11th July, 1967, parties were asked to submit their written statements within ten days of the receipt of my letter. But none of them submitted their written statements. The first hearing was fixed on 1st August 1967. On that day both the parties appeared before me. The representative of workmen, namely, Shri Badri Singh, President of the Rourkela Project Mazdoor Union, Babupur, Satna submitted an application requesting for the postponement of the hearing. Accordingly the hearing was postponed to 7th August 1967. The hearing in the above reference was conducted between 7th August 1967 to 9th August 1967. At the time of this hearing, Shri Khimtilal Khanna and Shri Subhashchandra Khanna, both Partners, M/s. K. G. Khanna & Sons represented the employer, whereas the workmen represented by Shri Badri Singh, President of the Rourkela Project Mazdoor Union, Babupur, Satna.

5. The reference (a) in the dispute is whether the dismissal of 25 workers as given in Annexure enclosed, by the management of M/s. K. G. Khanna & Sons, Raising Contractors, Ispat Lime Stone Quarries, Babupur, Satna from service with effect from 3rd May 1967 is justified; if not what relief the said workmen are entitled to? It was alleged by the management that the said 25 workers were involved in beating one Shri K. Sathyanarayana, Manager of Ispat Lime Stone Quarries (Hindustan Steel Ltd.) Babupur, Satna on 25th April 1967. It was alleged by the Management that these workers were working at Quarry No. 11 worked by the employers and on 25th April 1967 these workers beat the Manager without any reason whatsoever on the instigation of Shri Badri Singh, President of the Union. In this connection, the representatives of the management namely Shri Khimtilal Khanna and Shri Subhashchandra Khanna examined four witnesses namely Shri K. Sathyanarayana, the manager of the mine who was alleged to have been beaten by the said workers. Shri D. Prasad, Charge-man, Hindustan Steel Ltd., who was said to have been with the Manager at the time of alleged beating, Shri Mani-prasad Misra, Supervisor, M/s. K. G. Khanna & Sons and Shri Bhurka, Truck Driver of M/s. K. G. Khanna & Sons in support of their allegations. They were all cross-examined by the workman's representative, namely, Shri Badri Singh, President of the Rourkela Project Mazdoor Union. In turn, the workmen's representative Shri Badri Singh examined two witnesses in defence.

6. Witness No. 1, i.e., the main witness namely, Shri K. Sathyanarayana, Manager, Ispat Lime Stone Quarry, Hindustan Steel Ltd., has deposed that on 25th April 1967 at 8 A.M. he was proceeding to Quarry No. 11 worked by M/s. K. G. Khanna & Sons, for the purpose of inspection and he saw Sarvashri Badri Singh, Sitaramsingh and Ramauhar Mishra present in the quarry. He asked Shri Sitaramsingh, as it was his habit, about the welfare and other things of the workers. He has deposed that on that particular day all the labour leaders appear to be very much annoyed and were in angry mood. When he asked Shri Sitaramsingh about the welfare, he immediately got annoyed and shouted whom he was to ask their welfare? He was no body and he was "nalavak" and with these words he shouted (Sitaramsingh), "Sala ku Maro" and also beat him. On seeing this, Shri Badri Singh who

was about 200 feet away, came running and told to Sitharamsingh that he (Badri Singh) would beat him and that he (Sitharamsingh) should not worry and so saying he (Badri Singh) removed his shoes and beat him (Shri Satyanarayana) (Manager) like anything, and he has further deposed that Shri Badri Singh pushed him down into a 5 feet deep pit and afterwards, all the labourers numbering fifty, encircled him and beat him on the body, face and head. He has further stated that he had an assistant namely Shri D. Prasad, Chargeman, Hindustan Steel Ltd., who had accompanied him for inspection purpose and he immediately rescued him and dragged him out of the pit and both of them ran towards the vehicle but even then, the labourers beat him as well as Shri D. Prasad on their way towards the vehicle. Thereafter they left the place and went to the Police Station and the matter was reported to the Police authorities. He has further stated that the police authorities have registered a case and afterwards they sent him for medical examination. On examination by Shri Khimtilal Khanna, he had deposed that he went to see the quarry in his Company's vehicle and returned in the same vehicle. He saw one truck belonging to M/s. K. G. Khanna at the quarry. He has deposed that Shri Mani Prasad Mishra of M/s. K. G. Khanna & Sons was also there. He has further stated that when he was inspecting the quarry, he saw some labourers were working and some were congregating with the labour leaders discussing something. On cross-examination by Shri Badri Singh (workmen's representative) he has deposed that he does not know the Number of truck belonging to M/s. K. G. Khanna & Sons which was in the quarry when he went for inspection, but he knew that it was 'Mercedez'. When he went on inspecting the quarry, the Union Leaders were standing separately and were not together. He does not know how many blows were given hit by Shri Badri Singh. He was beaten both by hand and fist. When he was thrown into the pit by Shri Badri Singh, the labourers surrounded the pit and started beating him. He does not know whether Shri Badri Singh also beat him in the pit because he was surrounded by the labourers in the pit. He has further deposed in cross-examination that he did not remember the names of all the workers who beat him, but he knows the names of some of the workers. As per his rememberance, S/Shri Dasarath, Barka; Samiyalal, Owsery (wrongly mentioned in the list enclosed to the Agreement as 'Ansari'); Diwan, Ramkripal; Ramadhar singh beat him simultaneously. On further cross-examination he has deposed that he does not know which worker beat him first. He does not remember who beat him with 'thappal' (palm) and who beat him with 'ghoorsa' (fist) and he was unable to notice this because, he was more or less out of mind and his only idea was to escape from there. He does not know the caste of Shri Barka who beat him but he was previously in their departmental quarry and he belongs to the village-Pattawandar, nearer to their quarry and his age is nearly 50 years and still he remains in the management's hut in Babupur. On re-examination by Shri Subhashkhan, Management's representative, he has deposed that when he was beaten, police have taken some action and he knows police took into custody about 8-10 workers and the rest ran away and in this case, even the Union leaders were also taken into custody. On re-cross examination by Shri Badri Singh, he has deposed that he does not know the caste of Shri Dasarath but Shri Dasarath also beat him. He does not know whether any police case is pending against him but he has given all the names of the workers who beat him to the Police.

7. The second witness namely Shri D. Prasad, Hindustan Steel Ltd., Babupur. Satna produced by the employer has stated as follows:—"on 25th April 1967 I went to the quarry along with the manager and it was at about 8-15 A.M. When I entered the quarry along with the manager, Shri Sitharamsingh was there. Our manager asked him about the welfare. He immediately got annoyed and he told the manager that he (manager) was nobody to ask him. He told him "you are a *ller*". He started using vulgar words and started beating him. He called others i.e. S/Shri Badri Singh and Ramauthar Mishra to join him in beating. Both of them came and they also started beating them. They pushed him in a ditch and afterwards they called the labourers also for beating. Immediately about 50 labourers came and surrounded the manager and started beating him with slaps and shoes. Any how, I rescued the manager and carried him to the vehicle which was standing. I along with the manager ran in the vehicle from the Quarry No. 11. In the way also some labourers from Quarries No. 7 and 6 coming shouting "marre! marre! salaku". On examination by Shri Kimtilal Khanna, the management's representative, he has deposed that they (he and the manager) went in the Company's vehicle to Quarry and S/Shri Mani Mishra, Supervisor, M/s. K. G. Khanna & Sons; Shri Basanthlal Tractor Driver of Hindustan Steel Ltd., Ganesh Prasad, Mining Mate and a truck belonging to M/s. K. G. Khanna and Sons were there. But he does not know the make and number of

the truck. He has further stated on examination that after they (manager and he) escaped from the labourers, they went to the police station. On cross-examination by Shri Badri Singh (workmen's representative) he has deposed that the labour leaders were standing separately and they were not together when they (manager and he) went to the quarry. Shri Badri Singh (workmen's representative) himself was coming but when the call came from Sitaramsingh he rushed to the spot. He has further deposed that Shri Badri Singh used some vulgar words but he does not know the actual words used by Shri Badri Singh. When Shri Badri Singh came, he did not talk at all but only started beating the manager with slaps and shoes. He has further deposed on cross-examination that the labourers also came and started beating and he can tell the names of some of the labourers who beat the manager, but he can recognise all the labourers who beat him. He can remember that S/Shri Hiralal, Awsary (not 'Ansari' as mentioned in the list attached to the agreement); Diwan, Bhimsen, Lallu, Ramkripal, Ramadhar Singh, Dasarath, Ramgrib etc., beat the manager. On further cross-examination he has deposed that Shri Awsary (not 'Ansari' as mentioned in the list) also beat the manager and he beat the manager by (happal "kabi thappal" (some time by palm) and "kabi thappad" (some time by fist) and although he was beaten by some workers but he was not beaten purposely, but because by saving the manager, he got some blows.

8. The third witness that was produced by the management is Shri Maniprasad Mishra, Supervisor of M/s. K. G. Khanna and Sons. He has deposed that on 25th April 1967 when he went on duty to the quarry Shri Satyanarayana, manager and Shri D. Prasad came to the quarry No. 11 in the Company (Hindustan Steel Ltd.) jeep for inspecting the quarry. He went towards them when he saw them. At that time he noticed Shri Badri Singh asking the manager to issue cards to the workers and he also heard that Shri Badri Singh using some bad words and demanding issue of cards. He has further deposed that the manager informed Shri Badri Singh not to use bad words but to come to his office for discussions, but Shri Badri Singh said 'mare sala ku' and so saying Shri Badri Singh beat the manager. Afterwards the labourers also came running and beat the manager. They pushed the manager into the pit and Shri Prasad and himself (Shri Mani Prasad Mishra) tried to save the manager and they brought the manager up from the pit and started running towards the vehicle. He has also stated that while running towards the vehicle, he was also beaten by the labourers and the manager was also beaten till he reared the vehicle. They were beating the manager by slaps and fists. He has further deposed that he knows the names of labourers who beat the manager and they are S/Shri Hiralal s/o Ranjaiwa, Badriprasad, Ramadhar Singh, Ramjawan s/o Kandhai, Lallu, Santhe, Ramswaroop, Ramgrib s/o Dullare, Arjun, Bhimsen, Diwan, Dasarath, Parage, Maika, Vikram s/o Baisaku, Ramgrib s/o Rameswar Awassery (not 'Ansari' as mentioned in the list), Bansedhari, Sarju, Pancham s/o Bola and the other names he cannot remember but he can recognise them. He has further deposed that when the manager and Shri D. Prasad left in the jeep he also left the place and went to the office and gave the report to the quarry incharge Shri P. Narayan Nair. On cross examination by Shri Badri Singh, workers' representative he has deposed as follows:—"When the workers started quarreling with the manager, he was with the manager. First quarrel started with Shri Badri Singh. First Shri Badri Singh beat the manager and abused "mare sala ku" and afterwards the workers beat the manager. I saw all the workers numbering fifty beating the manager and no outsiders beat him. The workers were waiting in the quarry and when the quarrel started they came nearer and when Shri Badri Singh started beating the manager and shouted "mare sala ku" they also came and beat the manager. Shri Badri Singh beat the manager first with hand and I do not know whether he beat also with shoes. The incident of quarreling and beating lasted about half-an-hour. I do not remember who beat Shri Badri Singh, but all workers numbering about fifty beat the manager. I do not know the name of driver who was driving the jeep of the manager. There was a jeep and it was a Hindustan Steel Ltd. Before this there was no quarrel among the labourers and Shri Maniprasad Mishra (himself).

9. The fourth witness that was produced by the employer was Shri Budda S/o Gulzarkhan, truck driver of M/s K. G. Khanna & Sons. He has deposed that on 25th April 1967 his truck was being loaded and he was nearer to the truck and at that time he heard Shri Sitaramsingh saying "mare Bhancheuth ku" and afterwards he saw all the labourers surrounding the manager and beating him, but he does not remember the names of workers who beat him. He only saw this thing and nothing else. On cross-examination by Shri Badri Singh (workmen's representative) he has stated that the manager Shri Sathyanarayana came to the quarry by the explosive van belonging to the Hindustan Steel Ltd., and this was at

8.00 A.M. or 8-15 A.M. He has further stated on cross-examination that Shri Sitharamsingh started the quarrel first and he saw Shri Ramauthar Mishra also but he did not see Shri Badri Singh. He has further stated that he did not count how many labourers were there but it may be 50—60 and he was standing at a distance of 300—400 yards and he does not know who exactly beat him, but he saw labourers running were beating and Shri Sitharamsingh beat first while quarreling.

10. The workmen's representative produced only two witnesses on behalf of defence. The first defence witness is Shri Barka S/o Kallu, worker M/s. K. G. Khanna & Sons. He has stated that he was working in M/s. K. G. Khanna & Sons since last eight months in quarry No. 11. On 25th April 1967 there was no quarrel or fighting in Quarry No. 11. On cross-examination by Shri Subashchand Khanna, employer's representative, he has stated that he is working with the employer since last 8 months and he joined their firm during this year (1967) and he joined the firm in the month of "PUSA" and his name is not there in the list of 25 workers who have been dismissed. He has further deposed on cross-examination that the working in the mines commences from 6 A.M. and he does not know when the quarrel took place and there was no quarrel and no body beat the manager. The manager comes to the mine every day at about 8 A.M. The police did not come to Mines area and they only came to Camp on 25th April 1967. Shri Badri Singh was not in the quarrel and even Shri Sitharamsingh and Shri Ramauthar Mishra were not in the quarry on that day. Even Shri Subhaschand Khanna (employer's representative) was not in the quarry on that day and Shri Barka (himself) got his attendance on that day. The second defence witness produced by the defence is Shri Piyare S/o Babadin. He has deposed that he is working as a labourer in the establishment of M/s. K. C. Khanna and Sons for the last 7 months; he was working in the Quarry No. 11. He has further deposed that he does not know whether there was any quarrel in the quarry during his period of service and in his presence nothing like "Jaghada" took place and no body has beaten the manager to his knowledge. On cross-examination by Shri Subashchand Khanna, employer's representative, he has stated that he went to the quarry on that day i.e., 25th April 1967 at 8 A.M. but he left the quarry for Madhavgad after keeping the tools there. On further cross-examination he has stated that he entered the quarry at 7 A.M. and left the quarry at 7-30 A.M. and afterwards he returned at 9 A.M. and there was no quarrel when he was there and there was no quarrel also when he came back. After he came back he remained in the quarry No. 11 and working there and he left the work at 5 P.M. Although the police had come to the office of M/s. K. G. Khanna & Sons, he cannot say the exact time. At 12 noon, he came to know that the police had come to the office of M/s. K. G. Khanna & Sons and they entered the quarry afterwards. The police did not take any body into custody, but he does not know whether Shri Sathayanarayana, manager, came to the quarry on that day.

11. During the course of the arguments, the representative of the employer Shri Subhas Khanna has submitted that the witnesses produced by the workmen's representative on behalf of defence should not be believed because one is contradictory to the other. The first witness on behalf of the workmen has only stated that there was no quarrel at the quarry on 25th April 1967 and no police had also come and whereas the second witness on behalf of workmen has deposed that he came to quarry at 7 A.M. and left the quarry at 7-30 A.M. and returned to quarry at 9 A.M. But the incident took place between 8 A.M. and 8-30 A.M. and as such he argued that these witnesses should be discarded. Further the second witness admitted that the police had come to quarry at about 12 noon whereas the 1st witness did not admit. Therefore he contended that the witnesses produced by the defence should not be believed. In support of his contention, that there was a quarrel between the manager and the workmen on 25th April 1967 and the workmen had beat the manager and manager had lodged a complaint with the police, he produced a letter addressed to the manager, Hindustan Steel Ltd., Babupur by the Police Officials of Police Station, Kulbagan, Satna District. In reply to the above argument, the workmen's representative, Shri Badri Singh submitted a written statement as his arguments. In that he has stated among other things, that the representative of the management has stated in one place that they have not issued any charge sheets to any workers but in some place he has stated that they issued charge sheets to some workers. He has further admitted that the police case was registered against only some workers and not against all the workers dismissed by the management. Further he contended that the management is not justified in dismissing the 25 workers since no chargesheets were issued on all the 25 workmen and no case was registered with the police on any of the said workers.

12. On examining the evidences deposited in favour of the management and the depositions of witnesses on behalf of the defence, it can be clearly seen that there was a quarrel at the quarry no. 11 on 25th April 1967 but it cannot be said that all the 25 workmen involved in beating the manager. The main witness i.e., Shri Sathayanarayana, Manager, Hindustan Steel Ltd., who is alleged to have been beaten has given names of the 7 workmen who is alleged to have beat him. The second witness namely Shri D. Prasad has given only names of ten workers who were alleged to have beat the manager. The third witness namely Shri Maniprasad Mishra has given the names of 20 workers in this regard. But both of them have stated that nearly 50 workers surrounded the manager and beat him. Even the manager has stated that he was surrounded by nearly 50 workers and they all beat him. In re-cross examination by the workmen's representative, he has stated that he has given all the names of the workers to the police who beat him. But from the letter addressed by the police authorities to the manager, it was found that the police has registered a case against only 12 persons, out of which only S/Shri Hirbalal, Ramkripal Awaseri (not Ansari as mentioned in the list); Diwan, Ramdharsingh; Sarju; Chotta and Bhimsen are found to be the workers out of the 25 dismissed workmen and the rest four are said to be the labour leaders. Therefore it is evident that only some persons might have beat the manager but not all the 25 workmen who have been dismissed by the employer, but it can be conclusively said that the workers mentioned in the list of dismissed workers apart from eight against whom a case has been registered by the police, have been identified themselves in the mob although there was no evidence against them for beating the manager. Apart from this fact, the witnesses themselves have not clearly stated whether all the 25 workmen beat the manager. Therefore it is doubtful to believe whether all the 25 workmen beat the manager. I give this benefit of doubt in favour of workmen and hold that the employer is not justified in dismissing the said 25 workmen from service with effect from 3rd May 1967.

13. The next question that arises is, what is the relief, that these workmen are entitled to? In my conclusion, although I have held that the management was not justified in dismissing the said 25 workmen, I have not exonerated these 25 workmen from the allegations made against them. I have only given benefit of doubt in their favour. Therefore I award that these workmen should be re-instated with immediate effect but without any back wages for the idle period i.e. from their date of dismissal till they are re-instated with immediate effect. However the period will count as service for the benefits of retrenchment compensation; leave wages and bonus as per Payment of Bonus Act.

14. The second reference (b) in the dispute is—Is there a case for increasing the piece rate of the workers in view of the second Interim Recommendations made by the Central Wage Board for Dalamite and Lime Stone Industries? If so what should be the increase? During the hearing, the representative of the employer submitted a written statement along with a copy of memorandum of Settlement said to have been arrived at mutually on 1st February 1967 between the workmen's representative namely Shri Badri Singh, President of the Rourkela Project Mazdoor Union and the employers (copies enclosed as Ex. 1 and Ex. 2). Apart from this he further submitted as follows:—"When the piece rate was Rs. 8.50 we used to pay Rs. 4 per 100 CFT for removing the over burden and stacking it at distance of 100 meters from the face of the quarry. But none of the workers used to stack it likewise but they were stacking at short distance of 10 metres 20 metres or even at quarry face. Even then the payment for removing over burden was being made at the rate of Rs. 4 per 100 CFT and stack it again at a distance of 100 metres. We used to engage daily rated workers. And now when we are paying Rs. 9.50 i.e., increase and Re. 1 there is no question of paying them for the over burden, because they have been allowed to do back filling, just down the quarry face. If the workers want payment for the over burden after increasing Re. 1 they have to take the over burden to the distance of 100 metres as per minimum rate. We are still paying these workers this amount of Rs. 4 after increasing the rate from Rs. 8.50 to Rs. 9.50, in case they prepare stack of over burden at a distance of 100 metres from the quarry face. They further state that in other quarry the workers have to prepare stacks of 80—120 mm. stone (S.M.S.) at specific places for leading purposes. But in our quarry the workers are preparing the stacks at the places of their choice and the management is required to incur extra expenditure for making the way for trucks to reach the spot and to get the material loaded. There are two works in this one is that the daily rated workers have to be engaged for preparing road up to the material stack and the other is extra wear and tear of the trucks including diesel. The management of Hindustan

Steel Ltd., are responsible for providing water facilities and first aid to the labourers. But these facilities are given by us. Besides, when the rate was Rs. 8.50 workers were making holes by hand drills on their own responsibility. "But now when the rate is Rs. 9.50 we are providing free holes by using compressors". Therefore he contended that there is no justification in increasing the piece-rate.

15. In respect of the written statement submitted by M/s. K. G. Khanna & Sons, the representative of the workmen, Shri Badri Singh submitted that "the said agreement was entered into bilaterally for a period of two months to watch the earnings of the workers. It was therefore not registered with the authorities under the Industrial Disputes Act 1947. He further submitted that after watching the earnings we found that the workers earnings were less than that of the previous rates i.e., Rs. 8.50. It is because of the fact that this rate of Rs. 9.50 includes removal of over burden, run of mines (rejects) rejected sand etc., Previously in addition Rs. 8.50 for breaking of me stone whatever overburden, run of mines, and rejects stone was taken out, the workers were paid for the same as mentioned in our statement. But with this agreement agreeing for Rs. 9.50 these items are not paid at all and only the rate is paid for the lime stone broken into sizes. Therefore the agreement cited by the management should not be taken as having compensated the workmen for increase in wages as per the second recommendations of the Wage Board." Therefore he submitted that there is clearly a case for increasing the present piece rate to the work in view of the second interim recommendations given by the Wage Board.

16. I carefully examined the arguments of the representative of the management as well as the representative of the workmen. I have examined certain wage slips also produced both by the management as well as the workmen's representative. Besides, I visited the work-site and inspected certain stacks which were prepared by the workers after quarrying. From all these, I found that the majority of workers were not earning Rs. 3/- per day per worker as per the second Interim Recommendations given by the Wage Board. I noticed certain defects also in taking the measurement by the management. The management at present giving Rs. 9.50 per 100 Cft. of lime stone, to the size of 80-120mm. But with a little increase in piece rate along with other facilities, I feel that the workers can earn a minimum of Rs. 3/- per day per head. Therefore, I feel that the rate at Rs. 10/- per 100 Cft. (in frame measurement) with the facility of one blasting hole per worker per day would meet the end of justice and the worker can earn a minimum of Rs. 3/- per day per head as per the second Interim Recommendations of the Wage Board. I direct that this rate of Rs. 10/- per 100 Cft. (frame measurement) to the size of 80—120 mm. with the necessary facilities of free one hole per worker per day and free blasting should be brought into force with immediate effect. The second Interim Recommendations came into effect from 1st April 1966, but the management had paid this relief at the rate of 0.50 paise per head per attendance upto 31st December 1966 as per the agreement dated 15th December 1966. Even afterwards also they entered into a mutual agreement for two months from 1st February 1967 till 31st March 1967 agreeing to the rate of Rs. 9.50. Therefore the question is—what should be the relief to the workers from 1st April 1967 till the date of implementation of increased rate as per my above award. I understand that this employer has given 0.22 paise per worker per attendance on *pro-rata* basis as wage increase towards Second Interim Recommendations recommended by the Central Wage Board, when they retrenched 250 workers somewhere in July 1967. I understand that this rate of 0.22 paise per worker was given as per the Memorandum of Settlement signed by both the parties before the Asstt. Labour Commissioner (C), Jabalpur. I therefore feel that the same relief would meet the end of justice if other workers employed by M/s. K. G. Khanna & Sons are also paid per attendance from 1st April 1967 till the increased rates are brought into force. I therefore award that the management should pay 0.22 paise per worker per attendance to all the workers from 1st April 1967 till they implement the increased piece rate as per my award given above. I direct the management that the arrears arising out of this Award i.e., increased wages of 0.22 paise per worker per day from 1st April 1967 till the implementation of the increased rate should be paid to the workers within a month from the date of implementation of the increased rate and the management should implement the increased wage rate within a month from the date of publication of this Award by the Government. I direct the management accordingly.

17. My above Award is only in respect of Second Interim Relief given by the Central Wage Board and is in no way prejudicial to the Final Recommendations made by the Central Wage Board.

Sd/- G. S. SHAMANA,
Assistant Labour Commissioner,
(Central), and Arbitrator.

ANNEXURE

Names of the Workers who have been dismissed from the Service with effect from 3rd May, 1967 by the Management of M/s. K. G. Khanna & Sons, Raising Contractors, Ispat Lime Stone Quarries, Babupur, Satna (M.P.) who were awarded to be re-instated according to the Award.

| S. No. | Name | Father's Name |
|--------|--------------------------|---------------------|
| 1. | Shri Hiralal | Shri Ramjiswan |
| 2. | Shri Diwan | Shri Gajadhar |
| 3. | Shri Sarju | Shri Saman |
| 4. | Shri Ramkripal | Shri Bhagwat |
| 5. | Shri Awaari (not ansari) | Shri Bachchoo |
| 6. | Shri Ramadhar Singh | Shri Deonath Singh |
| 7. | Shri Chhotu | Shri Bihari |
| 8. | Shri Ramjiwan | Shri Kandhai |
| 9. | Shri Arjun | Shri Ohotka |
| 10. | Shri Lallu | Shri Ramadhin |
| 11. | Shri Siamal | Shri Bharose |
| 12. | Shri Dashrath | Shri Milapi |
| 13. | Shri Ramgarib | Shri Rameshwar |
| 14. | Shri Ganga | Shri Dukhal |
| 15. | Shri Ram Kishore | Shri Baijnath |
| 16. | Shri Bhimsen | Shri Chhange |
| 17. | Shri Santu | Shri Kumbhai |
| 18. | Shri Ram Swarup | Shri Shivnandan |
| 19. | Shri Ram Garib | Shri Dulare |
| 20. | Shri Maika | Shri Bhagirathi |
| 21. | Shri Parage | Shri Parsad |
| 22. | Shri Badri Prasad | Shri Krishna Prasad |
| 23. | Shri Pancham | Shri Bhola |
| 24. | Shri Barsdhari | Shri Sukhdeo |
| 25. | Shri Bikram | Shri Baisakhu. |

EXHIBIT-I

K. G. KHANNA & SONS

ENGINEERS, CONTRACTARS MINERS & FLEET TRUCK OWNERS

KRISHNA NAGAR, SATNA.

Ref. No. OM/KGK/Labour Rates.

Dated the 7th August 1967.

To

The Arbitrator (The Assistant Labour Commissioner Central), Jabalpur
Camp: Satna (M.P.).

SUBJECT:—Piece Rates for ILQ Satna (Babupur).

Dear Sir,

We respectfully bring to your kind notice that before the second Wage Board award the labourers piece rate for breaking SMs Grade Lime Stone to 80 × 120 MM including removal of Overburden and Rejects stacking the sized limestone to proper stacks at the Quarry site was Rs. 8.50 for four tonnes i.e. Rs. 2.125 per Tonne and the labourers were earning Rs. 2.50 and more than that per day. After the second Wage Board award we paid the previous arrears due to the labourers, and raised the piece rate to Rs. 9.50 for four Tonnes i.e., Rs. 2.375 per Tonne in consultation with the written agreement with the President Shri Badri Singh, Mazdoor Union, and that by this rate the labourers earn Rs. 3.00 and more than that per day according to the second wage board award.

True copy of the agreement with the Mazdoor Union President Shri Badri Singh is attached herewith for your kind perusal please. So further increase in the rates is neither justified nor we can agree to it please.

Thanking you sir,

Yours faithfully,
For K. G. KHANNA & SONS
 Sd/- X X X
 9-8-1967.
 Partner.

True Copy

EXHIBIT-II

FORM H

(See rule 58)

Form of Memorandum of Settlement

Name of parties:

Representing employer(s).—M/s. K. G. Khanna & Sons.

Representing workmen.—Shri Badri Singh, President, Rourkela Project Mazdoor Union, Babupur, Satna.

Short recital of the case:

and terms of settlement:

It has been agreed that flat rate of Rs. 9.50 nP. per hundred Cft. has been fixed as piece rate which includes removal of overburden, run of mines, rejects and breaking of lime stone into proper sizes; i.e., 80-120.

It has been further agreed that no further amount is admissible as per the Lime Stone Wage Board Award. The Company M/s. K. G. Khanna & Sons, shall provide compressor for hole drilling and tools to the workmen and it is the entire responsibility of the workmen to give workload of 1.25 tonnes per day. If any workman fails to do so the Company is entirely not responsible whatsoever for payment of wages as per Lime Stone Wage Award.

This agreement is valid for two months.

Signature of parties:
 Sd/- BADRI SINGH, 1-2-67.
 Sd/- SUBHAS, 1-2-67.

True Copy.

Witnesses:

1. Sd/- A. K. SINHA.

2. Sd/- D. PRASAD.

Sd/- X X X

Labour Enforcement Officer (C),
 Satna.

True Copy

[No. 36/25/67-LRI.]

S.O. 142.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Shri G. S. Shamanna, Arbitrator in the dispute between the Messrs. Om Builders and Miners, Raising Contractors, Ispat Lime Stone Quarry, Babupur, Satna and their workmen represented by the President, Rourkela Project Mazdoor Union, Babupur (Satna) which was received by the Central Government on the 22nd March, 1968.

BEFORE SHRI G. S. SHAMANNA, ASSISTANT LABOUR COMMISSIONER(C)
AND ARBITRATOR

In the matter of reference by an agreement dated the 25th May, 1967 under section 10A of the Industrial Disputes Act, 1947.

BETWEEN

M/s. Om Builders and Miners, Raising Contractors, Ispat Lime Stone Quarries, Babupur, SATNA (M.P.)

AND

Their workmen represented by the President, Rourkela Project Mazdoor Union, Babupur, SATNA (M.P.)

Dated the 16th March, 1968

AWARD

On the 25th May 1967, the management of M/s. Om Builders and Miners, Raising Contractors, Ispat Lime Stone Quarries, Babupur, Satna (M.P.) represented by their Manager, Shri Yogendra Singh and their workmen represented by Shri Badri Singh, President of the Rourkela Project Mazdoor Union, Babupur, Satna (M.P.) executed an agreement to refer the Industrial Dispute to my arbitration, which agreement was published in the Gazette of India, dated 1st July, 1967, under sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (vide S.O. No. 2217, dated 26th June, 1967).

2. The terms of reference are :—

- (a) Whether the management of M/s Om Builders and Miners, Raising Contractors, Ispat Lime Stone Quarry, Babupur, Satna are justified in dismissing the 24 workers, whose names are given in the Annexure, from the service with effect from 27th April, 1967? If not what relief these workmen are entitled to?
- (b) In view of the recommendations of the Wage Board for Delamite & Lime Stone Industries giving 2nd Interim Relief to the workers employed in those industries, is there a case for an increase in the present piece-rate wages of the workers employed in the establishment of M/s. Om Builders & Miners at the Ispat Lime Stone Quarry, Babupur, Satna? If so, what should be the rate of such wage?

3. Initially, the Award was to be submitted within six weeks from the date of publication of the said agreement by the Government of India in the Official Gazette but although the hearing was completed within six weeks from the date of the publication of the said Agreement, the Award could not be made within the said period because, during the time of hearing, the representative of the workmen persistently requested me to conduct spot inspection and the spot inspection at that time was not possible owing to heavy rains in that area and due to my subsequent transfer from Jabalpur to Hyderabad, immediately after the hearing was over. This spot inspection was also not possible till 3rd February, 1968 since the workers employed by the management were on long strike till 16th January, 1968. The spot inspection was conducted on 3rd February, 1968 and notices were issued to the parties to present themselves at the work spot during the time of my spot inspection. The representative of the workmen was present while the representative of the management was absent. At the time of spot inspection, I enquired Shri Badri Singh, President of Rourkela Project Mazdoor Union Satna and signatory to the Arbitration Agreement (workmen's representative) whether they (parties) have selected any other arbitrator in my place as per the agreement since I could not give my Award within the stipulated time for the reasons explained above. Shri Badri Singh informed me that they have not selected any other arbitrator in my place and since I have already completed the hearing, there was no need for them to select other arbitrator and requested me to continue as arbitrator and to give Award as early as possible. Then the spot inspection was conducted and throughout the spot inspection, the representative of workmen was present. Shri D. Prasad, Charge-man, Ispat Lime Stone Quarry (Rourkela Project) who was looking after the duties of the Manager, was also present at that time.

4. In my letter dated 11th July, 1967, parties were asked to submit their written statements within ten days of the receipt of my letter. But none of them submitted their written statements. The first hearing was fixed on 1st August, 1967. On that day both the parties appeared before me. The representative of

workmen namely, Shri Badri Singh, President of the Rourkela Project Mazdoor Union, Babupur, Satna submitted an application requesting for the postponement of the hearing. Accordingly the hearing was postponed to 7th August 1967. Accordingly the hearing in the above reference was conducted between 7th August, 1967 to 9th August, 1967. At the time of this hearing, Shri Yogendrasingh, Manager of M/s. Om Builders & Miners, Represented the employers, whereas the workmen were represented by Shri Badri Singh, President Rourkela Project Mazdoor Union, Babupur, Satna.

5. The reference (a) in the dispute is in regard to the justification or otherwise of the dismissal of 24 workers as given in Annexure enclosed, by the management of M/s. Om Builders & Miners, Raising Contractors, Ispat Lime Stone Quarries, Babupur, Satna from service with effect from 27th April, 1967 and the relief to the said workmen in case their dismissal was not justified. It was alleged by the management that the said 24 workers were involved in beating one Shri K. Satyanarayana, Manager of Ispat Lime Store Quarries (Hindustan Steel Ltd.), Babupur, Satna on 25th April, 1967. It was alleged by the Management that these workers were working at Quarry No. 7, worked by M/s. Om Builders & Miners and on 25th April, 1967 these workers joined with other workers employed by another Contractor namely, M/s. K. G. Khanna & Sons, beat the Manager on 25th April, 1967. In this connection, the representative of the management namely Shri Yogendra Singh examined four witnesses namely—Shri K. Satyanarayana, the Manager of the mine who was alleged to have been beaten by the said workers; Shri D. Prasad, Chargeman, Hindustan Steel Ltd., who was said to have been with the Manager at the time of alleged beating, Shri Rambiswas, Mate, M/s. Om Builders & Miners and Shri Ramkaran Singh, Supervisor, M/s. Om Builders and Miners, in support of their allegations. They were all cross-examined by the workmen's representative namely, Shri Badri Singh, President of Rourkela Project Mazdoor Union. In turn, the workmen's representative Shri Badri Singh examined two witnesses, in defence.

6. Witness No. 1 i.e., the main witness namely Shri K. Satyanarayana, Manager, Ispat Lime Stone Quarries, Hindustan Steel Ltd., Babupur, Satna has deposed that on 25th April, 1967, he saw some of the labourers of Quarry No. 7 worked by M/s. Om Builders & Miners, came running towards quarry No. 11 (worked by M/s. K. G. Khanna & Sons) when the incident of beating him took place. On examination by Shri Yogendra Singh, the employer's representative, he has stated that he saw the labourers coming from Quarry No. 7 at the time when he was getting into vehicle. On cross-examination also by the workmen's representative, he said that he saw labourers coming from Quarry No. 7 at the time he was getting into the vehicle. He has further deposed on cross-examination that the beating took place at the Quarry No. 11 for about 5 to 10 minutes and he saw some labourers running from Quarry No. 7 after he escaped from the pit and was running towards his vehicle. He has further said that he does not know anything about the distance or nearness to him from the labourers of Quarry No. 7 who were running towards Quarry No. 11, since he was interested in escaping from that place.

7. The second witness namely, Shri D. Prasad has deposed that on 25th April, 1967 when the Manager was beaten at Quarry No. 11, he took the Manager to the vehicle. He has further deposed that he saw the labourers coming from Quarry No. 7 and were shouting "Maro Maro Saleku". He has further deposed that he saw the labourers coming running chasing them (Manager and Shri D. Prasad) but they would not catch them and both the Manager and himself went away in the vehicle. On examination by Shri Yogendra Singh, he has said that some labourers were also coming from Quarry No. 7 and some were running and some were coming slowly. On cross-examination by Shri Badri Singh, he has stated that he cannot say any workers of Quarry No. 7 involved in beating. He has further deposed in cross-examination that he did not see any workers of Quarry No. 7 beating the Manager. The other witnesses namely Sarvashri Rambiswas, Mate and Ram Karan Singh, Supervisor, M/s. Om Builders & Miners who were examined by the representative of the management have not said anything about the beating of the Manager by these twenty four workers. Shri Rambiswas has stated that about 24-25 workers from Quarry No. 7 went to Quarry No. 11. He stopped them not to go there, but in spite of it they went away. In his cross-examination he has deposed that the labourers of Quarry No. 7 left the working place with crow-bars in their hands shouting "Maro Saleku", but he has deposed that he could not see the quarrel as it was not visible from the place where he was standing. He did not see who beat whom, but only heard uproar. Shri Ram Karan Singh has deposed that on 25th April, 1967 at about 8-30 A.M. he heard the sound of uproar from Quarry No. 11. There was

a gathering at the Quarry No. 11. Round about 20-25 workers from Quarry No. 7 went to Quarry No. 11 with crow-bars and hammers. They also joined the gathering there. Thereafter he did not know what had happened. On cross-examination by the Workers' representative, he had deposed that he does not know what the workers of Quarry No. 7 did after joining the gathering at the Quarry No. 11. He did not know who beat whom at the Quarry No. 11. He only heard the sound of uproar at the place where he was standing and nothing more. He does not know also whether there was a quarrel or a meeting at Quarry No. 11, but the workers numbering 20-24 from Quarry No. 7 went shouting 'Maro; Maro'.

8. The representative of the workmen, namely Shri Badri Singh examined two witnesses on behalf of defence. They are Shri Pancham s/o Rambharose and Barka s/o Kalu. Both of them have deposed that there was no quarrel at Quarry No. 11 (worked by M/s. K. G. Khanna & Sons) on 25th April, 1967. They have deposed that there was no 'halla' at the Quarry No. 11 and no body came to Quarry No. 11 from Quarry No. 7. Both of them were cross-examined by the management's representative but they have not deposed anything against the workers on cross-examination.

9. In his argument, Shri Yogendra Singh, the representative of the management has stated that the witness Shri Pancham should not be believed as he was a dismissed employee. Since he was dismissed by the management he has prejudicial view against the management. With regard to the deposition of Shri Barka, he has argued that this witness has also prejudice against the management since his services were terminated. He has further argued that the said 24 workmen were dismissed by the management as they were involved in beating a top most person (Manager) and as such the management lost confidence in them. Therefore he contended that their dismissal was justified. In counter-argument, Shri Badri Singh, workmen's representative submitted a written statement as his arguments. He has raised many issues regarding the dismissal of the employees and challenged the action of the management as baseless and far from natural justice. He has alleged that the workmen were dismissed for their trade-union activities and no enquiry whatsoever was conducted by the management into the allegations made against the 24 workmen. Therefore, he contended that the workmen should be re-instated with back wages.

10. On examination of the evidence deposed in favour of the management it can clearly be seen that no witness has given evidence against the said 24 workers, who were alleged to have been involved in the incident of beating the Manager on 25th April, 1967. The main witness examined by the management is the Manager of the Mine, who is said to have been beaten by these said workers. He himself has stated that he only saw some labourers reaching Quarry No. 11 but did not know the distance between these workers and him since he was interested in escaping from that place. The second witness namely Shri D. Prasad who was said to be with the Manager at the time of the alleged incident has stated that he saw the labourers coming from Quarry No. 7 but both (himself and the Manager) went away in the vehicle and the labourers could not catch them. From the deposition of these witnesses themselves it can be conclusively said that there was no evidence whatsoever against these 24 workmen who were dismissed on the allegation that they have beaten the Manager on 25th April, 1967. Even agreeing with the arguments of the representative of the Management that the deposition of the defence witnesses could not be believed as they were ex-employees of the management and they have nursed some grievance against the management, but taking into consideration, the depositions of the witnesses produced by the management themselves in support of their action, there was no evidence against these workmen for the allegation levelled against them for their dismissal. Apart from the errors that the management have committed while dismissing these employees, the evidence that was produced before me is itself sufficient to come to the conclusion that these workmen were not at all involved in the incident of beating the Mines Manager, because both the Manager (witness No. 1) who was said to have been beaten and the Chargeman (Witness No. 2) who was with the Manager have stated that they only saw the workers coming towards them, but they (workers) could not reach them as both of them went away in the vehicle. Besides, I inspected the spot and I noticed that the distance between the Quarry No. 11, the place where the alleged incident was said to have taken place and the Quarry No. 7 from where these workers said to have come to Quarry No. 11, is nearly one Kilometre. The Manager in his deposition has stated that the beating took place at the Quarry No. 11 for only 5 to 10 minutes. Therefore it is impossible for these workmen who were working in Quarry No. 7 to reach the Quarry No. 11 within the said time of 5 to 10 minutes. Therefore

I held that the action of the Management in dismissing these 24 workmen is unjustified. I therefore answer the reference negatively, and held that the management is not at all justified in dismissing the said 24 workers from service with effect from 27th April, 1967.

11. The next question in this reference is regarding the relief that the said 24 workmen are entitled to, since the action of the management was unjustified. Since I have held that the management was not justified in dismissing the services of these workmen, the workmen should be re-instated with immediate effect and they are entitled to receive full wages from 27th April, 1967, till the date they are re-instated in service as if they had continued in service. The other question that arises here is, what should be their wages for the period from 27th April, 1967 to the date of their re-instatement as they were all piece-rated workers. In this regard the Central Wage Board for Dolomite and Lime Stone Industries have given some recommendations. In the 2nd Interim Relief the Wage Board recommended Rs. 3 per day per worker employed in the Dolomite and Lime Stone Industries and I therefore award that these workers should be paid at the rate of Rs. 3 per day per worker for all the working days except Sunday and other non-paid holidays, for the period from 27th April, 1967 to the date of their re-instatement. This is without prejudice to the final recommendations of the Wage Board and when the final recommendations are implemented by the management, these workers are also eligible to receive the difference between the wages recommended in the Second Interim Relief, and the wages recommended in the final recommendations as applicable to daily rated workers. The wages as stated above shall be paid to these workers by the management within a month from the date of publication of this Award by the Government. I direct the management accordingly.

12. The 2nd reference (b) in the dispute is, whether is there a case for increase in piece-rate to the workers in view of the 2nd Interim Recommendations made by the Central Wage Board for Dolomite & Lime Stone Industries; if so what should be the increase? During the hearing, the representative of M/s. O'Wellers & Miners namely Shri Yogendra Singh said that the rate was fixed at Rs. 8.50 for breaking of lime stone to the size of 80-120 mm. per 100 c.ft. and for the lime stone of 40-80 mm. size Rs. 9.80 per 100 c.ft. and for the removal of other rejects in any size movable from the fact to the stacked at the rate of Rs. 5 per 100 c.ft. This rate was fixed to bring the earning from Rs. 3 to Rs. 4 per head per day. With this rate, the management was giving the facilities of free tools supply for blasting of the holes. The lime stone workers were also required to stack the lime stone on the head of the quarry under the lead of 100 feet and if they were carrying it beyond the 100 feet, they were getting the additional lead at the rate of Re. 0.25 paise per ton for every 50 feet. He further submitted that taking into consideration the Second Interim Relief, the management increased the facilities of free drilling by the machines as much as required by any labour and free blasting when required. At present the workers were allowed to put the lime stone just inside the quarry without a lead of even one foot which has increased the efficiency by 50 per cent. The workers were given another Rs. 5 per ton per 100 c.ft. for by-product of lime stone i.e. invisible fines under 25 mm. size and they were given Rs. 4 per 100 c.ft. for the earth removing with a maximum lead upto 100 feet. He has further said that if the workers are stacking more than 5 feet in height, they are getting additional lift charges. Therefore he submitted that no labourer is getting less than Rs. 3 per day after getting all these increased facilities as stated by him. Therefore he submitted that there is no justification to increase the piece-rate that was being paid to the workers.

13. The representative of workmen, Shri Badri Singh submitted a written statement wherein he alleged that the workers are not getting wages as recommended by the Central Wage Board in the Second Interim Recommendations. He produced certain Wage Slips wherein the earnings of workers were less than Rs. 2 per day. He further submitted that on 15th December, 1966 the management agreed to give 0.50 paise per attendance each worker to compensate them for Rs. 13 per month as per the Second Interim Recommendations of the Wage Board. He has further submitted that it was agreed between the parties to compensate the workers as per the 2nd Interim Recommendations of the Wage Board. The present arbitration agreement was the result of the previous agreement on 15th December, 1966. The increase of 0.50 paise was given to the workers when the same rate of Rs. 8.50 per 100 c.ft. was prevailing. There was no change in condition during this period. As such he demanded that the rate should be such that there should be an increase of Rs. 13 per month or 0.50

paise per day per worker over and above the earnings that the worker was getting prior to the Second Interim Recommendations of the Wage Board.

14. I carefully examined the arguments of the representative of the management as well as the representative of the workmen, I have examined certain wage slips also produced by both the management and the workers in this connection. Besides I visited the work-site and inspected certain stacks which were prepared by the workers after quarrying. From all these, I found that the majority of the workers were not earning Rs. 3 per day per worker, as per the Second Interim Relief given by the Wage Board. I noticed certain defects also in taking the measurements by the management. The management at present is giving Rs. 8.50 per 100 c.ft. of lime stone to the size of 80-120 mm. in addition, they are also paying Rs. 5 per 100 c.ft. for removal of other rejects in any size moveable from the face to the stackend, but with a little increase in the piece-rate alongwith certain other facilities, I feel that the workers can earn a minimum of Rs. 3 per day per head. In this connection, I feel that the rate at Rs. 10 per 100 c.ft. (in Frame-measurement) with the facility of one blasting hole per worker per day would meet the ends of justice and worker can earn a minimum of Rs. 3 per day per head as per the Second Interim Recommendations of the Wage Board. I direct that this rate of Rs. 10 per 100 c.ft. (in Frame-measurement) to the size of 80-120 mm. with the necessary facilities of free blasting of one hole per worker per day should be brought into force with immediate effect. The Second Interim Relief came into effect from 1st April, 1966 but the management have paid this relief at the rate of 0.50 paise per head per day upto 31st December, 1966 to the workers as per the Agreement dated 15th December, 1966. Therefore the further relief is only from 1st January, 1967. Therefore the question is, what should be the relief to the workers from 1st January, 1967 till the date of implementation of increased rate as per my above Award. I understand that the other Contractor namely M/s. K. G. Khanna & Sons has given 0.22 paise per worker per attendance on pro-rata basis as wage increase towards Second Interim Relief recommended by the Central Wage Board, when he retrenched 250 workers somewhere in July, 1967. I therefore feel that the same relief would meet the end of justice if the workers employed by M/s. Om Builders & Miners, are also paid 0.22 paise per attendance from 1st January, 1967 to the date till the increased rates are brought into force. I therefore award that the management should pay 0.22 paise per worker per attendance, to all the workers from 1st January, 1967 till they implement the increased piece-rate as per my Award given above. I direct the management that the arrears arising out of this Award i.e., increased wages of 2.22 paise per worker per attendance from 1st January, 1967 till the implementation of the increased rate should be paid to the workers within a month from the date of implementation of the increased rate the management should implement the increased wage rate within a month from the date of publication of this Award by the Government. I direct the management accordingly.

15. My above Award is only in respect of Second Interim Relief given by the Central Wage Board and is in no way prejudicial to the Final Recommendations made by the Central Wage Board.

(Sd.) G. S. SHAMANNA,
Assistant Labour Commissioner,
(Central) and Arbitrator.

ANNEXURE

Names of the workers who have been dismissed from the service with effect from 27th April, 1967 by the Management of M/s. Om Builders and Miners Raising Contractors, Ispat Lime Stone Quarries, Bahupur, Satna (M.P.) who were awarded to be re-instated according to the Award.

| S. No. | Name | Father's Name |
|--------|----------------|-----------------|
| 1. | Sri Baldeo | Sri Bhadher. |
| 2. | Sri Ram Sukh | Sri Ramdass |
| 3. | Sri Pancham | Sri Ram Bherosa |
| 4. | Sri Mahadeo | Sri Ram Prasad |
| 5. | Sri Daulat | Sri Ram Bherosa |
| 6. | Sri Bhagwandin | Sri Ram Ujagar |

| Sl. No. | Name | Father's name |
|---------|---------------------|--------------------|
| 7. | Sri Jagatdhari | Sri Ramai |
| 8. | Sri Hanuman Singh | Sri Raghubar Singh |
| 9. | Sri Babulal | Sri Jagapati |
| 10. | Sri Chhatradhari | Sri Raghuvir |
| 11. | Sri Jairam Singh | Sri Raghuvir Singh |
| 12. | Sri Ram Piyare | Sri Mangal |
| 13. | Sri Gayadin | Sri Mund |
| 14. | Sri Rameshwar | Sri Chunkai |
| 15. | Sri Gunda | Sri Mohan |
| 16. | Sri Harsaran Prasad | Sri Bhagwat |
| 17. | Sri Sukhilal | Sri Surujdin |
| 18. | Sri Ramdin | Sri Devideen |
| 19. | Sri Surujdin | Sri Kamte |
| 20. | Sri Gangadin | Sri Din Dayal |
| 21. | Sri Ramphal | Sri Ganga |
| 22. | Sri Baisakhu | Sri Bhura |
| 23. | Sri Chintaman | Sri Ramsudarsan |
| 24. | Sri Ram Biswas | Sri Bhagwatdin |

(Sd.) G. S. SHAMANNA,
Assistant Labour Commissioner,
Hyderabad.
[No. 36/24/67-LRI.]

S.O. 1422.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Delhi in the Industrial Dispute between the employers in relation to the Shahdara (Delhi) Saharanpur Light Railway Company Limited, and their workmen, which was received by the Central Government on 4th April, 1968.

**BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL,
DELHI**

PRESENT:

Shri Anand Narain Kaul, Central Govt. Industrial Tribunal, Delhi.

5th February, 1968

REF. I.D. No. 10 of 1963

BETWEEN

The employers in relation to the Shahdara (Delhi) Saharanpur Light Rail-
way Company Limited,

AND

Their workmen.

Shri S. K. Mallick—For the management.

Shri B. S. Sharma with Shri Y. D. Sharma—For the workmen.

AWARD

By S.O. dated 26th June, 1963, the Central Government in the Ministry of Labour and Employment was pleased to refer, under section 10(1)(d) of the Industrial Disputes Act, 1947, to this Tribunal for adjudication, an industrial dispute existing between the employers in relation to the Shahdara (Delhi) Saharanpur Light Railway Company Limited (to be referred to hereinafter as the company) and their workmen. The only term of reference is as follows:—

“Whether the demand of the S.S. Light Railway Workers, Saharanpur, for payment of bonus equivalent to two months pay for the year 1959-60 is justified. If not, to what relief are they entitled?

2. On receipt of the Notification, the usual notices were issued to the parties for filing of their respective written statements. The Shahdara Saharanpur Rail-
way Workers' Union (to be referred to hereinafter as the Union), representing

the workmen, filed a statement of claim and the company filed a written statement. A rejoinder was also filed by the union. At the hearing on the 6th November, 1963, the parties agreed that the issue for decision in the case will be the same as the term of reference. After the management had filed the balance-sheet for the relevant year, the union filed certain interrogatories for replies by the company and the company filed their replies. The union then filed a bonus calculation chart. The union examined only one witness Shri B. S. Sharma while the company filed an affidavit, with the agreement of the parties, in rebuttal of the evidence of Shri B. S. Sharma. The deponent of the affidavit Lala Himansu Das was duly cross-examined on his affidavit. A number of documents were also filed by each Party in support of its case. I have heard exhaustive arguments of the learned representatives of the parties and proceed to dispose of the issue.

Findings

3. Apart from the S.S. Light Railway to which this dispute relates, there are four other Light Railways with which M/s. Martin Burn Limited are connected in some form or the other. They are the managing agents of the S.S. Light Railway Company Limited and of the Howrah-Amta Light Railway Company Limited (to be referred to hereinafter as the S.S.L. Rly. and the H.A.L. Rly.) and are Secretaries and Treasurers of the Howrah-Shekhala Light Railway Company Limited, Arrah-Sasaram Light Railway Company Limited and Futwah Islampur Light Railway Company Limited (to be referred to, hereinafter, respectively as the H.S.L. Rly., A.S.L. Rly. and F.I.L. Rly.). As admitted by MW1, Chief Accounts Officer of the five Railways, M/s. Martin Burn Limited also manage the H.S.L. Rly., A.S.L. Rly. and F.I.L. Rly. Companies and the working of the Railways by these Companies.

4. The union's case as set out in the statement of claim is that the management has been paying bonus regularly to all the workmen of the other four sister Light Railways, irrespective of loss or profit, and has practised discrimination in respect of the claim of bonus for the year 1959-60 by the workmen of the S.S. Light Railway. In the remaining four Light Railways, the management has paid bonus to the workmen at the rate of 40 days' wages whereas in the S.S. Light Railway inspite of a good profit only a nominal *ex-gratia* payment of 15 days' wages was made. One of the main grievances of the union in this connection is that a large slice of the gross earnings of the S.S.L. Rly. is taken away every year by the Joint Head Office of the five Light Railways at Calcutta by debiting 45 per cent of the maintenance expenditure of the Joint Head Office to the S.S.L. Rly., leaving no margin for the payment of bonus to the workmen of this Railway. It is alleged that in the year 1959-60, the Head Office Staff at Calcutta was paid bonus at the rate of 14 months' wages plus one month's salary as advance payment. It is further alleged that all the managerial staff of the Head Office at Calcutta, in respect of whom 45 per cent expenditure has been recovered from the revenue of this Railway was paid the handsome amount of bonus equivalent to two months' wages for 1959-60, although they do not deserve payment of bonus at all since their basic-pay and other total emoluments are much higher than the emoluments of the Officers of Indian Railways. It is alleged that the S.S.L. Rly., is being used for financing and running of other Martin's Light Railways and also for paying bonus to the Head Office Staff as well as managerial staff of this Railway. In the year 1959-60, the compensatory allowance for the Head Office staff at Calcutta was liberally increased by 74 per cent in lieu of bonus payment so as to avoid objections against higher payment of bonus to the Head Office staff at Calcutta. This has resulted in a further unjustified burden on the revenue of the S.S.L. Rly.

5. Even according to the audited accounts of the company, the year 1959-60 is alleged to be a prosperous year and after adding arrears received in the year, 1960-61, the net earnings allegedly come to more than Rs. 4½ lacs and hence the demand of two months' bonus is quite justified. The company it is alleged, has used various devices to hide the actual profit and net earnings in the balance-sheet for the year 1959-60 and there is considerable margin for a good amount of profit. In respect of the other four Light Railway Companies it is alleged, the management has adopted a customary system and condition of service for payment of bonus each year as also in respect of the Head Office staff irrespective of trading loss but there is discrimination as against the S.S.L. Rly. staff.

6. In its written statement the company has denied that any of the four other companies has suffered any loss since 1950-51 and the question of paying bonus by these Railways to their respective workmen despite loss could not therefore, arise. In any event, according to the company, the employers and the conditions

of service of workmen in the S.S.L. Rly. and those in the other Railways being different, non-payment of bonus to the former and payment to the latter by their respective employers cannot, by any stretch of imagination be regarded as discrimination. The company has also denied that the S.S.L. Rly., has made good profits during the relevant year or that the other four companies have suffered any losses during the year.

7. As to the previous history of bonus payment, it is stated that prior to 1956-57 the company had been making reasonable profits and paid such bonus to the workmen as was considered adequate having regard to the profit earned by the company during the year. For the year 1956-57, the company having regard to its trading result paid to the workmen bonus equivalent to 1½ months' salary. However, the Central Government Industrial Tribunal at Delhi upon adjudication of the demand of the workmen for payment of three months' pay as bonus for that year directed the company to pay, as additional bonus for that year, an amount equivalent to 2/3 month's basic pay which was paid accordingly. During the year 1957-58, the company made a meagre profit of Rs. 18,000/- only and in the year 1958-59 it suffered a heavy loss due to road competition by buses. Consequently no bonus could be paid to the workmen for these two years. In the year 1959-60, the company's books showed a profit of Rs. 1,42,519/- only which was purely due to some earnings amounting to Rs. 3,88,437/- really earned in earlier years but which could not be credited to those years' account in view of the pendency of a dispute thereon before the Railway Rates Tribunal and in the Supreme Court. These earnings of Rs. 3,88,437/- were credited to the accounts of 1959-60 but taking only the year's earnings into account, the trading results for 1959-60 after provision for interest on debentures would show a loss. However, an *ex gratia* payment of 15 days' pay has been made to the workers by the company *purva* as a gesture of good-will in view and out of the lump sum payment of Rs. 3,88,437/- representing the Railways earnings for the years 1954-55 to 1958-59 but received by the company and credited to its accounts during 1959-60 after a long drawn litigation before the Railway Rates Tribunal and Supreme Court between this company and the Upper Duab Sugar Company Limited. It is further pointed out in the written statement that the said Joint Head Office is the joint head office of the afore-said five Railways, covering a total mileage of 241.2 miles, out of which the S.S.L. Railway alone covers 92.5 miles; in other words 38.35 per cent and not 1/3rd of the said total mileage. However, the volume and the special nature of work of the S.S.L. Rly. require the services of a number of the Head Office staff exclusively and those of the majority of the balance thereof partially but for a longer period than what are required by any of the said other four Railways. Consequently the total expenses thereof are rightly distributed amongst all the Railways in proportion to the volume of work performed by them for each Railway at the Office, and it is on this basis that 45 per cent of the total Head Office expenses become payable and have all along been charged to this Railway. It is, however, denied that any portion of the 'Puja' bonus paid to the Head Office staff for the year 1959-60 was debited to the S.S.L. Rly., and it is asserted that, on consideration of the financial position of the Railway, no portion of this expenditure was charged or debited to this Railway. It is further stated that the amount of bonus paid to the managerial staff during the year 1959-60 is much less than what was paid to the clerical and subordinate staff of the Head Office and even if the former is added back no surplus profits will be available for payment of bonus to the workers. In regard to payment of 'Puja' bonus to the Head Office staff, it is further stated that prior to 1958, the staff employed at the Head Office had been receiving a 'Puja' bonus at the rate of 2½ months' salary and in addition they had been receiving a compensatory city allowance equivalent to 15 per cent of their basic salary. All these payments were chargeable to the five Railways in the same proportion as the other expenses of the Head Office. However, in view of the deterioration in the financial position of the Railways the 'Puja' bonus payable to the Head Office staff was progressively reduced from 2½ months to 2 months in the year 1958 and then to 1½ months for the year 1959 and one month's basic pay from the year 1960 onwards and in view thereof, their compensatory city allowance was increased by 7½ per cent only.

8. According to the company, if the earnings of 1959-60 only are taken into account (including those earnings payment of which was received during the next succeeding year), the net earnings for 1959-60 would amount only to Rs. 80,000 and not to Rs. 4½ lacs as alleged by the Union. After provision for debenture interest there would be a substantial loss instead of profit of 2½ lacs as alleged by the Union. As to the allegation of manipulation of

accounts, it is stated that the balance-sheet and profit and loss accounts of the company for the relevant year have been audited by Messrs. Lovelock and Lewes who are a leading and reputed firm of Chartered Accountants and shows the true position of the company during the year.

9. In its rejoinder the Union has pointed out that F.I.L. Rly., has always been running in loss whether before or after 1950-51 and that the management has always been issuing circulars in these Railways while paying bonus, that the payment of bonus was being made inspite of financial difficulties. The Union has also refuted the management's allegation that the S.S.L. Rly., has not earned profits during the relevant year. It has been pointed out that in 1956-57 when there was net profit in the books of the company amounting to Rs. 1.72 lacs, the workmen got bonus for two months while in the year 1959-60 when the net profit as per books of the company is Rs. 2.42 lacs, the company has refused to accept the claim of the workmen for two months' bonus in addition to 15 days' *ex-gratia* payment already made. It is further pointed out that while the company has made 15 days' *ex-gratia* payment to the workmen of the S.S.L. Rly., out of the amount of Rs. 3,88,437 as a so-called gesture of good-will, which comes to Rs. 20,000 only, the Head Office staff at Calcutta was paid bonus at the rate of 1½ months' wages and one month's salary in advance entirely on the basis of this amount of Rs. 3,88,437. In regard to the allocation of Head Office expenditure to the S.S.L. Rly., it is pleaded that it should not be more than 32 per cent on the proportion of the mileage of the S.S.L. Rly., to the total mileage of the five Light Railways even according to the company's calculation and it has been denied that the volume and the special nature of work of this Railway require the services of a number of Head Office staff exclusively so as to justify a debit of 45 per cent. It is pointed out that 95 per cent of the work of this Railway is being carried out at the level of its Superintendent's office at Saharanpur. The correctness of the statement that no part of the 'Puja' bonus for 1959-60 paid to the Head Office staff was debited to the S.S.L. Rly., is also denied and it is emphasized that the fact of payment to the Head Office staff and the managerial staff out of the amount of Rs. 3,88,437 cannot be "hidden". Other contentions contained in the statement of claim have also been repeated or reiterated.

10. According to the balance-sheet Ext. M/1 for the year 1959-60, gross earnings were Rs. 36,62,781 including Rs. 3,88,437, being the Goods earnings relating to previous years which could not be taken into the accounts of those years as the matter was then sub-judice. *vide* Directors' report at page 1. According to the same report the net earnings for the year amounted to Rs. 3,65,653. The Directors recommended a dividend at the rate of 6 per cent for the year involving an expense of Rs. 90,000. According to the bonus calculation chart filed by the company, however, there is a notional deficit of Rs. 2,15,904. This is due to the fact that, in the computation of available surplus, the company has not taken into account the aforesaid item of Rs. 3,88,437 relating to previous years and credited during the year but has taken into account another item of income of Rs. 1,09,643 which, according to the company, represents the Goods earnings for that year taken in the succeeding year's account. According to the latter document, an amount of Rs. 2,13,262 was credited, during the year as earnings in respect of the following years *vide* item marked as "C" at page 4 of balance-sheet for 1960-61 Ext. M/5:—

| | |
|-------------------------------------|----------|
| "1958-59 (June 1958 to March, 1959) | 1,10,619 |
| 1959-60 (upto February 1960) | 1,02,643 |
| <hr/> | |
| 2,13,262" | |

In the computation chart, the company's calculations are as follows:—

| | |
|---|----------|
| "Balance of Revenue Account (Page 7 of Balance Sheet for 1959-60) | 3,65,653 |
| Add : Earnings for the year taken in the following year's account—(Page 4 of Balance Sheet for 1960-61) | 1,02,643 |
| Interest—(Page 7 of Balance Sheet for 1959-60) | 1,890 |
| <hr/> | |
| 4,70,186 | |

| | | |
|---------------|---|------------------|
| Less : | Earnings for earlier years taken in this year's account— | |
| | (Page 6 of the Balance Sheet for 1959-60) | 3,88,437 |
| | Debenture Interest—(Page 7 -do-) | 1,20,308 |
| | London Debenture Agency Charge (Page 7 -do-) | 5,343 |
| | Tax on Interest on Investments (-do- -do-) | 281 |
| | Managing Agents' Commission (-do- -do-) | 10,744 |
| | Forfeited Dividend paid (-do- -do-) | 531 |
| | | <hr/> |
| | | (—) 55,358 |
| Add : | Return on Capital @ 6% on Rs. 15,00,000 | 90,000 |
| | Return on Reserve used as Working Capital | |
| | On Opening Reserve of Rs. 17,38,648/- @ 4% | 60,546 |
| | On Addition of Rs. 50,000/- during the year @ 2% | 1,000 |
| | | <hr/> |
| | Deficit (—) | 2,15,904' |
| | | <hr/> |

11. The calculation chart filed by the Union, however, proceeds on the basis of the net profit of Rs. 1,42,874 shown at page 7 of the balance-sheet Ext. M/1 in the Revenue Account for the year. This net balance is, of course, arrived at after taking into account the amount of Rs. 3,88,437 which represents the goods earnings credited during the year in respect of the following years vide item marked as "A" at page 6 of the balance-sheet:—

| | |
|-------------------------|-----------|
| 1954-55 | 69,427 |
| 1955-56 | 1,04,414 |
| 1956-57 | 77,099 |
| 1957-58 | 1,20,444 |
| 1958-59 (upto May 1958) | 17,053 |
| | <hr/> |
| | 3,88,437" |

The Union, in its computation chart, had also taken into account the amount of Rs. 1,02,643 which was the arrear amount in respect of 1959-60 received by the company in the year 1960-61, according to the balance-sheet Ext. M/5. This item has also been taken into account by the company in its calculation chart as shown above. The Union's calculation shows an available surplus of Rs. 7,50,418, arrived at mainly, by the adding back of the following big items:—

| | |
|---|--------------|
| Allocation to renewal and replacement fund for the year 1959-60 (page 6 of the balance-sheet) | Rs. 2,36,183 |
| Central Government's share of profits | Rs. 63,212 |
| Managing Agent's Commission | Rs. 10,744 |
| Loans and Advances given to other concerns from S.S. Railway Revenue | Rs. 58,205 |
| 45 per cent Contribution towards Head Office, Calcutta from S.S. Rly. Revenue (as per admission of the company) | Rs. 4,60,850 |

12. Before proceeding to find the available surplus, if any, I have, therefore, to decide on the correctness or otherwise of the Union's claims in respect of the aforesaid big items of income or expenditure which are likely to affect the determination of available surplus. I shall first take up the item of Rs. 3,88,437, credited during the relevant year, but which relates to the income of previous years. The position regarding this item has been explained by Lala Himansudas, Chief Accounts Officer of the Company in his affidavit at pages 5 and 6. It is stated in the affidavit that, on and from 1st October, 1953, the S.S.L. Rly. increased its rate of freight for carriage of sugar cane. A copy of the circular to this effect, issued by the Railway in this connection, in Annexure "C" to the affidavit. The Upper Duab Sugar Mills Ltd., who were affected by the said Circular, filed a complaint against the reasonableness of such increase before the Railway Rates Tribunal which reduced the sugar cane freight from 20th April, 1955 but

the company appealed to the Supreme Court from the decision of the Tribunal. Pending disposal of the appeal by the Supreme Court, the company had to adopt the rate fixed by the Tribunal and by a Circular, dated 22nd September, 1955 marked as Annexure "D" to the affidavit introduced the reduced freight rate fixed by the Tribunal. Accordingly, the sugar cane freight from the Upper Duab Sugar Mills Ltd., had to be charged and collected during the years 1954-55 to 1958-59, during the pendency of the appeal before the Supreme Court, on the basis of the reduced rates, as prescribed by the Tribunal, and the balance-sheets of the company in respect of the years 1954-55 to 1958-59 showed the earnings actually made by the Railway on the basis of such reduced rates. The company's appeal before the Supreme Court was disposed of in its favour on the 9th February, 1960 and it was allowed to charge freight for sugar cane on the basis of the increased rate introduced as per chart Annexure "C" to be affidavit, with retrospective effect from 20th April, 1955, being the date on which the said freight rate was reduced by the Railway Rates Tribunal. As a result, the difference between the increased rate specified in Annexure "C" and the reduced rate set out in Annexure "D" for the period commencing from 20th April, 1955 onwards became payable by the Upper Duab Sugar Mills Ltd. The amount thus due upto May, 1958 amounted to Rs. 3,88,437 as shown at page 6 of the balance-sheet Ext. M/1.

13. It is further explained in the same affidavit at page 6, that the earnings from sugar cane freight in respect of the year 1959-60 arising from the decision of the Supreme Court amounted to Rs. 1,02,643 which were credited during the following year.

14. While it is true that the amount of Rs. 3,88,437 credited during the year 1959-60, is in respect of previous year, it is note-worthy that there was, admittedly, no indication in any of the relevant balance-sheets of previous years as to the pendency of any such dispute, the result of which was likely to result in such a substantial slice of income. It will be seen from item "A" at page 6 of the balance-sheet Ext. M/1 that out of the disputed amount, Rs. 77,099 relate to the year 1956-57. In respect of that year there was a bonus dispute between the parties which was referred to the Central Government Industrial Tribunal, Delhi, presided over by the late Shri E Krishnamurthi. The award of the learned Tribunal is Ext. M/8. The workmen had claimed bonus equivalent to 3 months' wages. The Tribunal allowed bonus equivalent to 2 months' basic-wages for the year. From this, the bonus equivalent to 1-1/3 month's basic salary already paid by the company to the staff was directed to be deducted. It is quite conceivable that, if the income of Rs. 77,099 from sugar cane freight, as now disclosed in Ext. M/1 at page 6, had been available at the time of the award, the quantum of bonus would have been higher. In regard to the year 1957-58 also it has been stated by WW1, Shri Baljit Singh Sharma, Secretary of the Union that the dispute in regard to bonus for the year 1957-58 was also raised but, since the balance-sheet disclosed a loss and the amount of Rs. 1,20,444 as now shown at item "A" in Ext. M/1 was not then shown as available, no dispute was raised for 1958-59. It appears also from the affidavit of Lala Himansudas, that even prior to 1956-57 the company had been paying bonus to its workmen on the basis of profits earned from year to year by the Railway. It is quite conceivable that if the income from enhanced sugar cane freight as shown in item "A" (Ext. M/1) had been available in the relevant years 1954-55 and 1955-56, amounting respectively to Rs. 60,477 and 1,04,414, the quantum of bonus payable to the workmen would have been enhanced.

15. It will be seen from the letter Annexure B/2 to the affidavit of Lala Himansudas that in its comments on the Union's claim for bonus for the year 1957-58, the net profits were shown as Rs. 18,800 only and in the computation 1957-58, the available surplus based on this net profit, the company had shown a deficit of Rs. 98,462. At that time, naturally, the company could not take into account the income of Rs. 1,20,444 from sugar cane freight for the year 1957-58 as shown in item "A" of Ext. M/1. If this item of income had been available at the time, it is quite conceivable that the result of the bonus dispute raised by the Union for that year would have been quite different.

16. For the year 1958-59, according to Annexure "B" to the affidavit of WW1, the accounts for 1958-59 had not been compiled at the time. In respect of that year, the company is stated to have suffered heavy loss due to road construction by buses. The balance-sheet for that year has not been produced but, according to item "A" in Ext. M/1, the income from sugar cane freight in respect of that year credited in 1958-59 was Rs. 17,053 upto May, 1958 and, according to item "C" of M/5 (balance-sheet for 1960-61), the income from sugar cane freight

credited during that year in respect of 1.58-59 (June, 1958 and to March, 1959) was Rs. 1,10,619. The total income thus credited for the year 1958-59 in Exts. M/1 and M/5 was approximately Rs. 1,27,000. What effect this additional income would have had on the trading results of that year, if it were then available, cannot be stated. Considering all aspects of the matter, I see no reason why the income of Rs. 3,88,437, credited during the year 1959-60 for previous years should not be taken into account in calculating the available surplus. As already pointed out, the Directors themselves in their report had taken the net earnings for the year as Rs. 3,65,653 and the net profit as Rs. 1,42,519. It was on this basis that they recommended a dividend at the rate of 6 per cent. It will also be seen from the report that there was an increase of as much as Rs. 6,86,527 in the gross earnings for that year. As against the earnings of the previous year, there were increase of Rs. 3,32,923 and Rs. 3,83,916 under coaching and goods respectively. It was on the basis of the net earnings that the company allowed 15 days' bonus for 1950-60 also to the line officers of the Railway, as to the workmen, and this amount was charged from the Railway. The Head Office Officers also were paid a bonus of one month's basic-salary in respect of the same year and 45 per cent of one-half of that amount (i.e. 45 per cent of their 15 days' basic salary) was charged to the Railway. It is thus clear that this amount of arrears received during the year has been utilised by the company for payment of bonus not only to the line officers of the Railway but also to the officers of the Head Office at Calcutta in spite of the notional loss which the Railway is alleged to have suffered during the year. In Para. 24 of Shri Krishnamurthi's award Ext. M/8, there is a reference to the high salaries being paid to the managerial staff. There is also a reference to the high cost of the so-called re-organisation of the Railway and it has been observed by the learned Tribunal that there can be no doubt, that a considerable part of the expenditure incurred on the managerial staff by way of salaries and by way of contribution towards maintenance of the Head Office at Calcutta, is taking away a large slice of the earnings of the S.S.L. Rly. In Para. 17 of his award, the learned Tribunal had also observed that the difference between the resources of the present Railway and the Indian Railways had not stood in the way of giving handsome salaries to the officers in charge of the S.S.L. Rly, at the top and also those of the other Martin's Light Railways. If in spite of this, money was found, from out of the arrears of Rs. 3,88,437, to pay bonus to the officers of the Railway and to the officers of the Head Office, there is no reason why this amount should not be taken into consideration in computing the available surplus for payment of bonus to the workmen.

17. Reference has been made, during arguments before me, on behalf of the company, to a decision of the Supreme Court in the case between Associated Cement Companies, L'd. and their workmen (1959 I LLJ 644). In that case their Lordships were pleased to observe that if an employer receives, during the bonus year, a refund with respect to the excess profits tax paid by him in a previous year the amount of refund is not included on the credit side. The observation was based on the principle, enunciated by their lordships, that the relevant year for which bonus is claimed must be a self-sufficient unit and the appropriate accounts have to be made on a notional basis in respect of the said year. Their lordships also relied on a decision of the Labour Appellate Tribunal in the case between Model Mills etc. and the Rashtriya Mill Mazdoor Sangh (1955 I LLJ 534), wherein it was observed that the concession made by the Income-tax authorities in making a refund of the excess profits tax already paid by the employer is intended to aid a concern on account of past losses and so it has nothing to do with the formula. The nature of the income, credited during the relevant year in the present case, is quite different and the principle laid down by the Hon'ble Supreme Court is not applicable to such a source of income. The utilisation of such income for computation of available surplus does not also offend against the principle that the year should be a self-sufficient unit.

18. Another decision cited on behalf of the company is that of the Supreme Court in the case between Tata Oil Mills Company Ltd. and its workmen (1959 II LLJ 250). In that decision their lordships have defined what could be treated as "ex'raaneous income" for the purpose of the Full Bench Formula. The question that arose was, whether there must be direct connection between the efforts of labour and the profit and whether unless such direct connection is established, the profits must be treated as unrelated to the efforts of labour. That is not the question here. In this connection their lordships give instances in a general way of "extraneous income" for the purpose of the Full Bench Formula. Such instances, according to their lordships, arise where the income is due either to some part of the profits not having been earned in that year or to some part of

profits arising out of fortuitous circumstances altogether unconnected with the efforts of labour. The third instance given was the income arising out of sale of fixed or capital assets. According to their lordships, such an income or profits may be called extraneous income as either it did not really arise in that year or, though it has arisen in that year, labour has not contributed anything towards its accrual. In the present instance it cannot be consistently argued that the income has not arisen during the year. To my mind such an argument would have been open to the management if the benefit of such income had been available to labour during the previous year or if such income had not been utilised by the management itself for payment of bonus to high paid officers of the Railway and of the Head Office and for the purpose of declaring dividend during the year.

19. The next item to be taken up is the Managing Agent's Commission amounting to Rs. 10,744. The management has failed to prove the basis of this charge. It is argued by the learned representative of the company that this is a contractual obligation and reliance is placed on the decision of the Labour Appellate Tribunal in the case between Model Mills etc. and Rashtriya Mill Mazdoor Sangh (1955 I LLJ 534 at p. 540). It has, however, not been established that this amount is due to the Managing Agent's as a contractual obligation. Along with his affidavit, Lala Himansudas has filed, as Annexure "F", an extract from an agreement between the S.S.L. Rly. and M/s. Martin Burn Limited which is dated the 16th August, 1960. This agreement being of a date, subsequent to the close of the financial year 1959-60, has no relevance to the present case and cannot be taken as a basis for payment of Managing Agent's Commission during the year. By an application sent by post, subsequent to final arguments, the management has sought to file an agreement dated the 24th August, 1948 which, according to the application, is the basis of the claim of the Managing Agent's Commission shown in the balance-sheet. It is stated in the application that, by a clerical error, the agreement in respect of the period commencing from 16th August, 1960 was annexed with the affidavit of Lala Himansudas instead of the agreement dated 24th August, 1948 which covered the bonus year. This document cannot be taken into consideration since the Union representative has had no opportunity to see the document and to cross-examine the dependent regarding the agreement as arguments had already been closed. I have, therefore, no alternative but to add back this amount to the profits for the purpose of calculation of available surplus.

20. Then there is an amount of Rs. 62,212 shown as the Government's share of profits in the balance-sheet. This amount is said to be due to the Central Government as its share of profits according to Annexure "F" to the affidavit of Lala Himansudas, MW 1. The amount has to be added back to profits.

21. I now take up the item of allocation to renewal and replacement fund amounting to Rs. 2,36,163. The Union seeks the adding back of this amount for computation of available surplus. In para. 17(ii) of his affidavit, Lala Himansudas has explained that this item represents the actual net amount spent by the Railway in the day-to-day replacement and renewal of its fixed assets and as such it forms a part of the expenditure for the year. It has been further explained that the Income-tax Department has allowed the Railway to charge the actual expenditure incurred in replacement and renewal of its fixed assets, during any financial year, in lieu of a claim for depreciation, vide the notification filed as Annexure "E" to the affidavit. The charge seems to be quite reasonable and I cannot accept the Union's claim in this behalf. In his award Ext. M/8 Shri Krishnamurthi also had allowed an amount of Rs. 4 lacs towards the replacement and renewal reserves in the calculation of available surplus for 1956-57 vide Paragraphs 42 to 44 of the award.

22. Next is the item of loans and advances given to other concerns from S.S.L. Rly. revenue amounting to Rs. 58,205. This item also is sought by the Union to be added back to profits. In Para. 17(vi) of his affidavit, Lala Himansudas has explained that the figure of loans and advances shown by the Union in its chart represents the maximum amount due at any one time during the year and not the amount due as on 31st March, 1960. As shown at page 6 of the balance-sheet Ext. M/1, the amount actually due to the company on 31st March, 1960 from various concerns was Rs. 16,858 only. These are mere inter-company book entries which do not affect the profit of the company in any way, the company's system of accounts being the Mercantile system. It has been explained that the other companies, under the management of M/s. Martin Burn Limited, are also entitled to larger payments from the S.S.L. Rly., as will appear from

their balance-sheets, wide Annexure "G" of the affidavit which is an extract from the balance-sheet of the HAL Rly. In this extract, an amount of Rs. 83,515 is shown as due to that Railway from SSL Rly. This claim of the Union has no force, whatsoever, and cannot be accepted.

23. I next come to the most contentious item namely the 45 per cent contribution towards the Head Office, Calcutta, from S.S.L. Rly. revenue amounting to Rs. 4,60,859 which is sought to be added back to the profits. On the very face of it, this claim of the Union is exaggerated, for the argument on behalf of the Union throughout has been that the allocation of 45 per cent from the S.S.L. Rly. revenue to the Head Office expenses is out of all proportions to what is justified. There can be no question, therefore, of adding back the entire allocation. The Union's stand on this point is based on the following factors:—

(1) As already stated, apart from the S.S.L. Rly., there are four other Light Railways which in some form or the other, are under the management of M/s. Martin Burn Limited. There is a Head Office for these five Railways which is located in the Mercantile Building at Calcutta. As explained by Lala Himansudas in his affidavit (Para. 9), in addition to the Joint Head Office at Calcutta, there are three regional offices for the five Light Railways; one at Saharanpur for the S.S.L. Rly. only, another at Arrah for ASL and FIL Railways and the third one at Howrah Maidan for HAL and HSL Railways. The regional offices at Arrah or Howrah Maidan are not part of the Joint Head Office at Calcutta. There is also a Workshop at Calcutta known as the Bakra Railway Workshop which does not serve the SSL Rly. There is sufficient indication in the evidence of Lala Himansudas that the Bakra Workshop is also treated as part of the Head Office. This Workshop, it seems, serves only the two Bengal Railways. The Joint Head Office at Calcutta has no income of its own. The allocation of expenditure, incurred on the Head Office, to the five Railways is as follows:—

Howrah-Amra Light Railway—25 per cent.

Howrah-Sheakhala Light Railway—5 per cent.

Arrah-Susaram Light Railway—20 per cent.

Futwa-Islampur Light Railway—5 per cent.

S.S. Light Railway—45 per cent.

Lala Himansudas was unable to state in which year the above proportion of distribution of expenditure was fixed. It was his guess that it was in 1956-57. That was the year in which the resolutions of the various Boards were passed accepting the allocations. These percentages of distribution were, however, in force even before that year. Prior to 1948, there were seven Railways under the management of M/s. Martin Burn Limited but in 1948 two of these were taken away from their management, and, according to the deponent, the percentages must have been fixed sometime after 1948. The kilometerage of the five Railways is as follows:—

| | |
|-------------|-----------------------|
| HAL Railway | 70.31 |
| SSL Railway | 148.86 |
| HSL Railway | 27.15 |
| FIL Railway | 48.45 |
| ASL Railway | 104.86 |
| Total | 394.63 Kilometres |

It will be seen that the kilometerage of the SSL Railway is about 38.6 per cent of the total kilometerage and if the kilometerage is the basis then the allocation should not be more than 38.6 per cent.

(2) According to a letter Ext. W/9, dated 10th December, 1960 from the Superintendent, SSL Rly., Saharanpur to the Secretary of the Union, in response to the latter's communication, the total number of employees over SSL Rly. in 1960-61 was 1047. According to an admission of Lala Himansudas in cross-examination the total number of workmen of the HAL Railway including the Workshop would be 1049 as given in Mr. Jeejee Bhoy's award of 1949 in Reference No. 2 of 1949 of the Central Government Industrial Tribunal Calcutta and the strength of labour has remained more or less the same. The

strength of the staff of the SSL Rly. and the HAL Railway is, therefore, almost equal. The total strength of the staff of the five Railways according to Lala Hilmansudas is somewhere near 3,000. The strength of the staff of the two Railways thus constitutes 70 per cent of the total strength of staff. As against this proportion of the staff, the HAL Railway contributes only 25 per cent to the Head Office expenditure while the SSL Railway contributes 45 per cent which is obviously unfair.

(3) The total number of locomotives on HAL and SSL Railways is as follows:—

HAL Railway :

| | |
|------------------|----|
| Steam Locomotive | 25 |
| Diesel Rail Car | 1 |
| | — |
| Total | 26 |

S.S.L. Railway

| | |
|------------------|----|
| Steam Locomotive | 15 |
| Diesel Rail Car | 1 |
| | — |
| Total | 16 |

On this basis also the allocation of expenditure cannot be treated as fair.

(4) The paid up capital of the five Railways as follows vide evidence of Lala Hilmansudas in cross-examination:—

| | |
|-------------|-----------|
| SSL Railway | 15,00,000 |
| HAL Railway | 28,00,000 |
| ASL Railway | 21,60,000 |
| HSL Railway | 6,00,000 |
| FIL Railway | 11,50,000 |

The paid up capital of SSL Railway is, therefore, only about 19 per cent of the total paid up capital of 80 lacs and the 45 per cent allocation of expenditure cannot be treated as fair even on this basis.

(5) A statement Ext. MW 1/17 has been filed by MW 1 which contains figures of gross earnings of the five Light Railways managed by M/s. Martin Burn Limited from the year 1950-51 to 1959-60. MW 1 has also given in cross-examination the figures of gross earnings of the same Railways for 1960-61. The relevant figures may be summarised as follows along with the percentage:—

| Name of Rly. | Year | Adjusted gross earnings (in lacs) (Rs.) | Percentage of total |
|--------------|---------|--|---------------------|
| HAL | 1950-51 | 27 | |
| HSL | Do. | 7 | |
| ASL | Do. | 14 | |
| FIL | Do. | 4 | |
| SSL | Do. | 38 | 42% |
| | | 90 | |

| Name of Rly. | Year | Adjusted Percentage gross earnings (in lac): | |
|--------------|---------|---|------------|
| | | 1951-52 | of total : |
| HAL | 1951-52 | 29 | |
| HSL | Do. | 6 | |
| ASL | Do. | 16 | |
| FIL | Do. | 5 | |
| SSL | Do. | 39 | 41% |
| | | 95 | |
| HAL | 1952-53 | 29 | |
| HSL | Do. | 6 | |
| ASL | Do. | 15 | |
| FIL | Do. | 4 | |
| SSL | Do. | 39 | 42% |
| | | 93 | |
| HAL | 1953-54 | 28 | |
| HSL | Do. | 7 | |
| ASL | Do. | 17 | |
| FIL | Do. | 4 | |
| SSL | Do. | 40 | 41% |
| | | 96 | |
| HAL | 1954-55 | 29 | |
| HSL | Do. | 9 | |
| ASL | Do. | 17 | |
| FIL | Do. | 5 | |
| SSL | Do. | 41 | 40% |
| | | 1,01 | |
| HAL | 1955-56 | 29 | |
| HSL | Do. | 7 | |
| ASL | Do. | 18 | |
| FIL | Do. | 5 | |
| SSL | Do. | 44 | 42% |
| | | 1,03 | |
| HAL | 1956-57 | 30 | |
| HSL | Do. | 7 | |
| ASL | Do. | 19 | |
| FIL | Do. | 6 | |
| SSL | Do. | 45 | 41% |
| | | 1,07 | |
| HAL | 1957-58 | 30 | |
| HSL | Do. | 7 | |
| ASL | Do. | 19 | |
| FIL | Do. | 6 | |
| SSL | Do. | 40 | 39% |
| | | 1,02 | |

| Name of Rly. | Year earnings (in lacs) | Adjusted Percentage gross ; of total : |
|--------------|-------------------------------|---|
| | | 1958-59 |
| HAL | 1958-59 | 30 |
| HSL | Do. | 8 |
| ASL | Do. | 18 |
| FIL | Do. | 6 |
| SSL | Do. | 31 |
| | | 33% |
| | | 42 |
| HAL | 1959-60 | 29 |
| HSL | Do. | 5 |
| ASL | Do. | 19 |
| FIL | Do. | 8 |
| SSL | Do. | 34 |
| | | 35% |
| | | 48 |
| HAL | 1960-61 | 31 |
| HSL | Do. | 7 |
| ASL | Do. | 19 |
| FIL | Do. | 8 |
| SSL | Do. | 36 |
| | | 35% |
| | | 1.01 |

It will be seen from the above chart that the percentage of gross earnings of SSL Railway to the total gross earnings of the five Railways has progressively decreased from 42 per cent in 1950-51 to 33 per cent in 1958-59. In 1959-60 and 1960-61 it has slightly gone up to 35 per cent obviously by reason of the arrear of income from sugar cane freight received during the two years from the Upper Duab Sugar Mill. It can be safely presumed that but for this unusual source of income during the two years, the percentage of gross earnings of the SSL Railway would not have gone above 33 per cent as in 1958-59. If this yard-stick is adopted for assessing the proper contribution of the SSL Railway to Head Office expenditure then it should not exceed 33 to 35 per cent of the total expenditure on the Joint Head Office.

(6) From the pleadings of the company in its written statement, it will be seen that the present percentage of allocation from the SSL Rly., revenue to the Joint Head Office expenditure is sought to be justified on the strength of the alleged volume and special nature of work of the SSL Rly., which, according to the company require the services of a number of the Head Office staff exclusively and those of the majority of the balance thereof partially for a longer period than what are required by any of the other four Railways. In the oral and documentary evidence produced on behalf of the workmen and in the cross-examination of NW1, the union has been at pains to disprove this plea of the management as to the volume and special nature of work of the SSL Rly. It has been pointed out on behalf of the union that according to the Indian Bradshaw for June, 1964, Ext. W/41, the HAL Rly., runs above 80 passenger trains including shuttles while the SSL Rly. runs about 16 trains and that this should obviously have a bearing on the respective work-load of each Rly. on the Joint Head Office and yet while the allocation of the Head Office expenditure to HAL Rly. revenue is only 25 per cent that to the SSI, Rly. revenue as much as 45 per cent.

(7) There is no Superintendent's Office for the two Bengal Railways while the SSL Rly. has its own District Traffic Superintendent's Office at Saharanpur. The two Bihar Railways are managed by a Superintendent's office at Arrah. It has been pointed out that according to the classified list of gazetted establishments of Indian Railways (page 406) onwards Ext W/64A, the SSI, Rly. alone of the five Light Railways has a self-sufficient management. It is argued that the supervision by the Head Office at Calcutta is only a superficial supervision. By production of a large number of circulars and other documents on behalf of

the union an attempt has been made to show that all functions discharged by the Head Office for the Bengal Railways are directly performed by the local office at Saharanpur for the SSL Rly. With regard to Engineering, only junior officers are at Howrah Maidan in respect of two Bengal Railways. With regard to traffic, there is nobody on the line. They are only on the Head Office in respect of the two Bengal Railways. Attention has been drawn to Lala Himansudas's statement in cross-examination that the office at Howrah Maidan has two sections, one under an Assistant Traffic Superintendent and another under an Assistant Engineer for the two Bengal Railways, while the Superintendents on the SSL Rly., and the Bihar Light Railway, being away from the Head Office, are given the powers of Divisional Officers. For the Bengal Railways, however, the Heads of Department at the Head Office exercise the powers of Superintendents in their respective spheres. He has further stated that leave etc., of the staff is sanctioned at Saharanpur by the Superintendent and normal increments in the pay-scales and transfers are also within the powers of the Superintendent and are done by him in respect of the subordinate staff. For the two Bengal Railways, these functions are performed by the Heads of Departments at the Head Office. The highest officials on the line at Howrah Maidan, in so far as the HAL and HSL are concerned, are the ATS and the Assistant Engineer. He has admitted that in the SSL Rly., however, there is a Superintendent and a District Traffic Superintendent, there is an Assistant Engineer at Shamli on the SSL Rly., and there is an officer incharge of the loco workshop at Saharanpur. MW1 has filed a document Ext. MW1/1 which is called Transmit Memo, and which shows the return that a station has to submit once a month in all the five Railways. MW1 could not deny that there are roughly in all about 100 stations in all the five Railways while the SSL Rly. has only 21 stations. The daily earnings of all the stations on the HAL and HSL Railways are received daily at Calcutta and accounts are maintained there at the Head Office while the entire earnings of the SSL Rly. from day-to-day are collected at Allahabad by the Northern Railway authorities and banked to the credit of the company. MW1 has also admitted that payments in respect of T.A., mileage allowances, overtime bills, handling bills, medical bills, acting and officiating allowances, house rent allowance, bonus payment and gratuity for the workers of the two Bengal Railways are made by the Head Office and accounts kept there. The same is the position in regard to the two Bihar Railways namely the FIL and ASL and also regarding the Bankra Workshop. In regard to SSL Rly., payments are made directly by the Superintendent at Saharanpur but accounts are said to be maintained by the Head Office. The Superintendent at Saharanpur has got his own imprest cash of Rs. 40,000 which is handled by him while there is no imprest for the Bengal Railways. In the case of the other Railways, admittedly it is the General Manager who is responsible for the day-to-day observance of standing orders. According to clause 17 of the certified standing orders for SSR Rly. it is the Superintendent of the Railway who is personally responsible for the proper enforcement of the standing orders *vide* Ext. W/14. A reference to documents Exts. W/7 to W/44, W/51 to W/54 will show that the Superintendent issues circulars and directions in a large number of matters and thus exercises direct supervision and control. These include recruitment of subordinate staff, changes in time-table, minutes of proceedings of advisory committees, revision of fares, supplementary charges, prevention of claims, re-organisation of traffic department and many other important matters which according to all indications are handled by the Head Office in respect of the Bengal Railways although MW1 has tried to make out that many of these actions are taken by the Superintendent under directions of the General Manager, of which however, there is little documentary evidence.

24. It is not necessary for me to go further into this matter but suffice it to say that from the oral and documentary evidence on the record there seems to be a case for a down-ward revision of the percentage of allocation of the Joint Head Office expenditure to the revenues of the SSL Rly. In view of the limited scope of the present adjudication it is not desirable for me to determine the percentage of allocation and actually to reduce the contribution for the year 1959-60 from the SSL Rly. revenues to the Head Office expenses which is as high as 4.60.869 *vide* reply to interrogatory No. 3 by Shri Attainder Chakaraverti on behalf of the company. In this connection I may also refer to the award of the late Shri E. Krishnamurthi Ext. M/8 (Para. 45). The same issue was raised there also in connection with the bonus dispute for 1956-57 but the learned Tribunal refused to allow the adding back of the allocation, to profits although he observed that there was no doubt that there is room for adjustment and economy in regard to the contribution. The percentages are based on agreements between the Railways and the management and in the present adjudication I can do no

more than to comment on the justification for the present percentage of allocation. It is also necessary in this connection to refer to a point raised by the learned representative of the management based on the chart Ext. MW1/17. This chart contains figures for the years 1950-51 to 1959-60 also in regard to net ton miles and passenger miles in lacs based on the report of the Railway Board. It is sought to show from these figures that the percentage of passenger miles in SSL Rly. to the total passenger mileage has varied from 41 per cent in 1950-51 to 47 per cent in 1955-56 and to 30 per cent in 1959-60 while the percentage of net ton miles has varied from 58 per cent in 1950-51 to 60 per cent in 1959-60. According to the management's arguments it is this percentage of net ton miles which also has a bearing on the proportion of allocation of Head Office expenditure to the revenues of the SSL Rly. It is, however, note-worthy that this point was raised for the first time during arguments and the pleadings of the management, as already shown, are based on the special nature of work in the Head Office relating to the SSL Rly. For reasons already explained, I would not however, add back any portion of this allocation to the profits.

25. It is necessary to add that since I am taking into account the arrears of Rs. 3,88,437/- received during the year, I cannot take into account the arrears in respect of 1959-60 amounting to Rs. 1,02,643 received during the succeeding year. In the light of the preceding discussions, the calculation for the purpose of available surplus will be as follows:—

| | |
|---|-----------------|
| Net profit for the year as per balance-sheet | Rs. 1,42,519 |
| <i>Add Back:</i> | |
| (1) Provision for taxation as per balance-sheet | 30,000 |
| (2) Managing agent's Commission | 10,744 |
| (3) Government share of profits | <u>63,212</u> |
| Total | <u>2,46,475</u> |
| <i>Deduct Prior Charges:</i> | |
| (1) Provision for income-tax at -/7/- in the rupee | 1,07,835 |
| (2) Return on capital of 15 Lacs at 6 per cent | 90,000 |
| (3) Return on reserves of Rs. 17,88,648 used as working capital at 2 per cent | <u>35,800</u> |
| Total | <u>2,33,635</u> |

The amount of available surplus is (2,46,475-2,33,635)= 12,240/-.

26. As the monthly wage bill amounts to about Rs. 60,000 the result is that there is no surplus available for payment of more than 15 days' wages already paid. I make an award accordingly.

(Twenty-six pages).

5th February, 1968.

Sd./- ANAND NARAIN KAUL,
Central Government Industrial Tribunal: Delhi.
[No. 2/7/68-LRIV.]

ORDER

New Delhi, the 5th April 1968

S.O. 1423.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Indian Bank Limited, Madras and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri M. Tajammul Hussain shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the management of the Indian Bank Limited, Indian Chamber Buildings, Madras-1 is justified in denying payment of gratuity, under their Gratuity Scheme to Shri R. K. Srinivasan, Accountant, Alwarpet Branch, Madras? If not, to what relief is he entitled?

[No. 5142/67(LRIII.)]

O. P. TALWAR, Under Secy.

(Department of Labour and Employment)

New Delhi, the 11th April 1968

S.O. 1424.—In pursuance of sub-section (1) of section (1) and of section 15 and sections 16, 17 and 18 of the Personal Injuries (Compensation Insurance) Act, 1963 (37 of 1963), the Central Government hereby authorises the officers specified in column (1) of the Schedule below to exercise all or any of the powers under the sections of the said Act mentioned in the corresponding entries in column (2) of the said Schedule within the areas specified against them in column (3) thereof.

SCHEDULE

| Officers | Sections | Areas |
|--|------------------------|--|
| (1) | (2) | (3) |
| (1) Chief Inspector of Factories, Madras State appointed under section 8(2) of the Factories Act, 1948 (63 of 1948). | 14, 15, 16, 17 and 18. | Through out the State of Madras. |
| (2) Chief Inspector of Plantations, Madras State appointed under section 4(1) of the Plantations Labour Act, 1951 (69 of 1951). | Do. | Do. |
| (3) Inspectors of Factories appointed by the Government of Madras under section 8(1) of the Factories Act, 1948 (63 of 1948). | 14 and 15. | Within their respective jurisdictions. |
| (4) Inspectors of Plantations appointed by the Government of Madras under section 4(1) of the Plantations Labour Act, 1951 (69 of 1951). | 14 and 15. | Within their respective jurisdiction. |

[No. 3/40/66-Spl. Fac. II].

VIDYA PRAKASH Dy. Secy.